OPTUM HEALTH SOLUTIONS (UK) LIMITED

CLOUD SUBSCRIPTION SERVICES AND LICENSE AGREEMENT

This Cloud Subscription Services and License Agreement (the "**Agreement**") is made as of [**start date**] (the "**Effective Date**"), by and between Egton Medical Information Systems Limited, a company incorporated under the laws of England and Wales (registered No. 02117205), whose registered address is at Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA, England (trading as "Optum"), and [**enter counterparty**], a company incorporated under the laws of [**England and Wales or enter appropriate countries**] registered No. [enter registration number], whose registered address is [**enter address**] ("**Customer**").

Background

1. Customer wishes to obtain certain Software and Services from Optum under the G-Cloud 15 Framework. This Agreement sets forth the Supplier Terms and Conditions (as defined in the G-Cloud 15 Framework) under which Optum will provide the requested Software and Services.
2. [[The Customer intends to host the Software in its own or third party service provider's environment] [OR] [Optum will provide Cloud Services].
3. Customer wishes to obtain certain Software and Services from Optum under the G Cloud 15 Framework Agreement. This Agreement sets forth the Supplier Terms and Conditions (as defined in the G Cloud 15 Framework Agreement) under which Optum will provide the requested Software and Services.

Commented [SP1]: Drafting Note: Separate schedule required for locally hosted.

Commented [SP2]: Drafting Note: Option to be selected based on customer requirement.

1. Definitions and Interpretation.

1.1. The following definitions shall apply to this Agreement, including all product schedules referencing this Agreement (the "**Schedules**"):

1.1.1. "**Affiliate**" shall mean a company, which controls, is controlled by or is under common control with a party to this Agreement. For this purpose "control" shall mean majority ownership or having otherwise the power to govern the financial and the operating policies or to appoint the management of an organization.

1.1.2. "**Contract**" means the call off contract under G Cloud 15 Framework Agreement.

1.1.3. "**Cloud Services**" shall mean any infrastructure management services, hardware installation and maintenance services, hosting and administration services for internet-based applications (including Optum hosting of its Software to provide services), application management services, remote storage, information security, business continuity, or other similar services that Customer obtains from Optum pursuant to this Agreement as specified in a Schedule, but does not include Professional Services.

1.1.4. "**Customer Content**" shall mean data, text, audio, video, images or other content that Customer or a Data Source delivers to and runs on the Cloud Services.

1.1.5. "**Customer Data**" shall mean any data that Customer, its End Users or a Data Source make available to Optum or which is posted or uploaded by the Customer, its End Users or Data Sources onto the Software in connection with the Services provided under this Agreement, including Personal Data.

1.1.6. "**Customer Resources**" shall mean, the Customer Content delivered to Optum by Customer.

1.1.7. "**Data**" shall mean all databases, data sets and other collections of information that Customer licenses from Optum pursuant to this Agreement.

1.1.8. "**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.

1.1.9. "**Data Sources**" shall mean Customer and its administrators, subcontractors, consultants, vendors and other sources of Customer Data to be delivered to Optum.

1.1.10. "**Documentation**" shall mean all user manuals and other written specifications distributed to Customer in connection with the Software.

1.1.11. "**End User**" shall mean any end user of Software or a Customer Resource.

1.1.12. "**Optum Personnel**" means Optum's employees and its Affiliates, licensors and subcontractors and their respective employees and subcontractors.

1.1.13. "**Optum Policies**" shall mean Optum's Acceptable Use Policy, Privacy Policy, Administration Policy, and any other policy or terms governing the Services that may be delivered by Optum or referenced in or incorporated into this Agreement.

1.1.14. "**Optum Security Standards**" means Optum's security standards as updated by Optum from time to time.

1.1.15. "**Optum Systems**" means Optum's then current data center facilities, servers, networking equipment, and host software systems (e.g., virtual firewalls) that are used to provide the Services.

1.1.16. "**Optum Tools**" shall mean any software, documentation, APIs, or other tools that Optum makes available in connection with the Services to allow access to and use of the Services.

1.1.17. "**Party**" means Customer or Optum, as applicable.

1.1.18. "**Parties**" means Customer and Optum.

1.1.19. "**Personal Data**" shall have the meaning given to such term in the Data Protection Laws.

1.1.20. "**Professional Services**" shall mean any implementation, integration, configuration, training, analytical, data management, support, maintenance, reporting, consulting and other services that Customer obtains from Optum pursuant to this Agreement as specified in a Schedule.

1.1.21. "**Schedule**" shall mean either a Product Schedule, Annex or Statement of Work or Call-Off Order under the G-Cloud 15 Framework which sets forth products and/or services purchased, licensed or to which access is provided by Optum to Customer.

1.1.22. "**Service Credit**" shall mean a financial credit payable to Customer as further described in a Service Level Agreement.

1.1.23. "**Service Level Agreement**" shall mean the agreement for Service Levels for the applicable Cloud Services attached to the applicable Schedule, if any.

1.1.24. "**Service Levels**" is defined in the applicable Service Level Agreement.

1.1.25. "**Services**" shall mean Professional Services and Cloud Services, as the context dictates, provided by Optum hereunder.

1.1.26. "**Software**" shall mean all computer software programs Optum grants Customer a license or access to pursuant to a Schedule, all updates and revisions to such Software that Optum provides to Customer, and all Documentation provided with such Software.

1.1.27. "**Useable Data**" shall mean complete, readable Customer Data in the format required for the applicable Software or Services product, conforming to the source data standard set forth in a Schedule, and including appropriate documentation, which has been tested and inspected by Optum, and determined to be Useable Data by Optum.

1.1.28. [Terms defined in the Call Off Contract shall the same meaning within this Agreement unless expressly defined or amended herein.]

1.1.29. If this Agreement forms part of a Call Off Contract, the Effective Date of this Agreement shall be the same as the [Commencement Date].

1.2. When Customer agrees to purchase or receive Professional Services, access Cloud Services or license Software Services or access from Optum pursuant to this Agreement, the parties shall sign an appropriate Schedule to this Agreement. Execution of this Agreement does not bind Customer to any particular Services or Software until the parties execute a written Schedule. Each Schedule shall define the Software and/or Services to be provided to Customer and the prices and terms applicable to them. To the extent the terms of a Schedule conflict with the terms of this Agreement, the terms of the Schedule shall take precedence.

1.3. The following applies to Customer's right to access and/or use any of the Software:

1.3.1. As of the Effective Date of the applicable Schedule, Optum grants Customer and its End Users a nonexclusive, nontransferable license to access and use the Software for Customer's and its End Users internal use within UK, pursuant to the terms of this Agreement and Schedule(s). Customer and its End Users shall access and use the Software only as permitted in the Schedule, and for no other purposes.

Commented [SP3]: Drafting Note: This date needs to tie in with commencement of Pathfinder Services under the call off contract.

1.3.2. The Software shall only be accessed by End Users who have been properly issued access credentials or a valid password and in accordance with the terms of the applicable Schedule and the Agreement. End Users shall be required to maintain their ID and password or SSO access information in strict confidence and to choose a password and change their passwords from time to time in accordance with Optum's applicable security policies.

1.3.3. In the event that Customer wishes to use a third party as its agent to access the Software or a database of Customer Data produced through use of any Software (if applicable), Optum must approve access by such third party and the third party must sign an appropriate nondisclosure agreement with Customer or with Optum. However, Optum's approval is not required for third party contractors that will have only incidental contact with or use of such items. Customer, however, remains responsible for protecting the confidentiality of the Software and Services it obtains from Optum. Except as permitted by this Agreement, Customer shall have no right to allow any person or entity who is not a party to this Agreement or an End User of Customer to access the Software directly or indirectly in any way.

1.3.4. Customer may make copies of the Software only for backup, archival, disaster recovery, and disaster recovery testing purposes. On each such copy of the Software Customer shall reproduce all notices or legends appearing on the original copy, including the copyright notice. All copies of the Software made or received by Customer can be used only as permitted under this Agreement. At any time within ten (10) days after Optum's written request, Customer shall inform Optum of the number and location of all copies of the Software Customer has made or received.

1.3.5. Customer shall not (i) copy, reproduce, modify, or excerpt any of the Software for any purpose other than as expressly permitted under this Agreement; (ii) distribute, rent, sublicense, share, transfer or lease the Software to any person or entity that is not a party to this Agreement or an Affiliate of Customer, or use the Software to provide service bureau or similar services to third parties (unless expressly permitted on a Schedule); or (iii) subject to clause 1.3.7, attempt to reverse engineer or otherwise obtain copies of the source code for the Software or the identity of individual patients or members, Data Sources, persons, payers, or providers reflected in any Data Products.

1.3.6. Optum shall furnish to Customer without charge only those updates to or new versions of Software that Optum furnishes without charge to all other licensees for the Software. If Optum notifies Customer that an update supersedes the preceding version, Customer shall have a reasonable time in which to move to the updated version, and thereafter, Optum will have no further obligation to provide maintenance services for the superseded Software versions. When Optum hosts Software for Customer, Optum will use the then-current version of the Software on behalf of Customer.

1.4. The following applies to Customer's purchase of, or subscription to, any Services:

1.4.1. Optum shall use commercially reasonable efforts to perform the Services in accordance with this Agreement, including each Schedule, subject to the terms and conditions of this Agreement. Professional Services may be subject to a project plan agreed by the Parties as part of a Schedule or as part of performance of the Services.

1.4.2. Optum will implement reasonable and appropriate measures for the Cloud Services, as reasonably determined by Optum, which are designed to secure Customer Content against accidental or unlawful loss, access or disclosure, in accordance with Optum Security Standards. Optum may modify the Optum Security Standards from time to time, but will continue to provide at least the same level of security as is described in Optum Security Standards on the Schedule 1 (Pathfinder) Effective Date.

1.4.3. Optum shall not be liable for any failure to comply with its obligations or duties arising under or in connection with this Agreement to the extent such failure is caused by any failure by Customer to comply with its obligations under this Agreement or other acts or omissions of Customer or Customer personnel or third parties outside of Optum's control.

1.5. Changes.

1.5.1. Changes in scope of the Services and/or Customer Resources may require an equitable adjustment to Optum's fees and/or date of performance, and Optum shall not be required to undertake such additional work until the Parties have agreed, in writing, to such adjustment through the change control process set forth in the applicable Schedule.

2. Intellectual Property.

2.1. Optum may use Optum Tools to perform Services for Customer. Customer acknowledges and agrees and, shall procure that End Users 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. Cloud Services. If applicable to the Cloud Services and set forth in the applicable Schedule:

2.2.1. Service Levels. If applicable to the Cloud Services, Optum shall use commercially reasonable efforts to meet the Service Levels as specified in the applicable Service Level Agreement attached to a Statement of Work or Schedule hereunder.

a) Measurement. Optum shall implement the measurement tools and procedures required to measure and report Optum performance of the Service Levels. The measurement tools and procedures shall: (a) permit reporting at a level of detail sufficient to verify compliance with the Service Levels; and (b) be subject to audit by Customer or its designee, subject to the terms hereof. Optum shall provide Customer or its designees, as applicable, with information concerning access to such measurement tools and procedures upon request, for inspection and verification purposes.

b) Exclusive Remedies. If Optum fails to achieve one or more Service Levels to which Service Credits apply, as Customer's sole and exclusive remedies for such failure to achieve Service Levels: (a) Optum shall incur the Service Credits set forth in the applicable Service Level Agreement, and (b) under the circumstances set forth in the applicable Service Level Agreement, Customer shall have the right to terminate the applicable Cloud Service in accordance with such Service Level Agreement. Except as otherwise specified in a Statement of Work, a Service Credit shall be credited by Optum to Customer on the invoice that contains the fees for the month during which the right to such Service Credit arose. Service Credits shall be allocated among the Service Levels and calculated in accordance with the procedure set forth in the applicable Service Level Agreement.

2.2.2. Use.

a) Customer will comply with the terms of this Agreement, including the Optum Policies, and all laws, rules, and regulations applicable to Customer's/End User's use of the Services. When accessing and using the Cloud Services, Customer agrees that it and its End Users will access the Cloud Services only as authorised by Optum and will comply with the Administration Policy and all security controls, policies, standards, and guidelines which are disclosed to Customer including the Optum Security Standards.

b) Customer agrees it will not: (i) knowingly introduce any virus or disabling code into the Optum IP; (ii) allow third parties to have access to the Optum IP; (iii) attempt to access any portions of the Optum IP that are not required for Customer's use of the Services under this Agreement; (iv) use the Optum IP in any manner that may damage or impair the Optum IP, Optum, or its Affiliates; or (v) attempt to circumvent or bypass Optum's security procedures for the Optum IP.

c) Optum's log-in credentials are for Customer's internal use only and Customer may not sell, transfer or sublicense them to any other entity or person.

2.2.3. End Users. Customer is responsible for End Users' use of Customer Resources and the Services. Customer will ensure that all End Users comply with Customer's obligations under this Agreement and that the terms of its agreement with each End User are consistent with this Agreement. If Customer becomes aware of any violation of its obligations under this Agreement by an End User, Customer will immediately suspend access to Customer Resources and the Services by such End User. Except as otherwise specified in a Schedule, Customer is responsible for providing customer service (if any) to End Users.

2.2.4. Ownership of Optum Cloud Services IP.

a) Customer acknowledges and agrees that the Cloud Services, Optum Systems and Optum Tools, and all other methodologies, processes, procedures, work flows, tools, software, ideas, concepts, know-how, materials and information used by Optum and the Optum Personnel to perform the Cloud Services (except for the Customer Resources), including any modifications, improvements, adaptations, or enhancements thereto or new versions thereof, and all related technology and intellectual property rights remain the sole property of Optum or the applicable Optum Personnel (collectively, "Optum Cloud Services IP"). Optum and the Optum Personnel reserve all rights therein not granted herein.

b) Subject to the terms and conditions of this Agreement, Optum grants Customer a limited, revocable on termination of the applicable Schedule, non-exclusive, non-sublicensable, non-transferable (except as

permitted herein) license to access and use the Cloud Services solely in accordance with this Agreement during the term of each applicable Schedule.

c) Optum may provide Optum Tools for use in connection with Customer's receipt of Cloud Services, for example for purposes of communication regarding service requests and incident response. Such Optum Tools may be identified in a Schedule. As of the Effective Date, subject to the terms and conditions of this Agreement, Optum grants Customer a limited, revocable on termination of the applicable Schedule, non-exclusive, non-sublicensable, non-transferable (except as permitted herein) license to use the Optum Tools for Customer's internal use within the United Kingdom, pursuant to the terms of this Agreement and only for the term of the Call Off Contract Customer may use the Optum Tools only as permitted in the applicable Schedule, and for no other purposes. Additional terms may apply to use of the Optum Tools.

d) Neither Customer nor any End User shall use the Optum Cloud Services IP in any manner or for any purpose other than as expressly permitted by this Agreement. Neither Customer nor any End User may, or may attempt to: (i) copy, reproduce, modify, excerpt, alter, tamper with, repair, or otherwise create derivative works of the Optum IP including any content included in the Cloud Services (except for Customer Content) for any purpose; (ii) distribute, rent, sublicense, share, transfer or lease the Optum Cloud Services IP to any person or entity that is not a Party to this Agreement, or use the Optum Cloud Services IP to provide service bureau or similar services to third parties (unless expressly permitted in a Schedule); (iii) attempt to reverse engineer, disassemble, or decompile or otherwise obtain copies of the source code for the Optum Cloud Services IP; or (iv) access or use the Cloud Services in a way intended to avoid incurring fees or exceeding usage limits or quotas.

e) If Customer elects to provide any suggestions or feedback to Optum or its Affiliates, Optum and its Affiliates will be entitled to use the suggestions and feedback without restriction. Customer hereby grants a non-exclusive, perpetual and irrevocable, transferable and sublicensable, royalty-free, license to Optum and its Affiliates to use the suggestions and feedback.

f) Customer acknowledges that Optum is in the business of providing cloud and other services, and that Optum and the Optum Personnel will continue these activities. Notwithstanding anything to the contrary in this Agreement, Optum and the Optum Personnel shall have the right to use in the normal course of their business the general knowledge, know-how, methods, information and procedures developed, learned or observed in the course of providing the Cloud Services.

2.2.5. Continued Provision of Cloud Services.

a) Force Majeure Events. Optum will maintain a plan covering business continuity in the event of a Force Majeure Event which affects Optum's ability to provide the Cloud Services ("Business Continuity Plan"). Upon a Force Majeure Event, Optum will use commercially reasonable efforts to undertake all applicable actions and precautions under the Business Continuity Plan, and diligently pursue them as necessary to avoid, or if not avoidable, minimise any interruption to the Cloud Services. Except as set forth in the preceding sentence, any failure or delay by Customer or Optum in the performance of its obligations pursuant to this Agreement shall not be deemed a default of this Agreement or a ground for termination hereunder to the extent such failure or delay is caused by a Force Majeure Event. A Force Majeure Event shall not affect Customer's payment obligations hereunder. The Party whose performance is affected by a Force Majeure Event shall immediately notify the other Party by telephone and email (to be confirmed in a notice within five (5) days of the inception of such delay).

b) Suspension. Optum reserves the right to suspend provision of any Service (i) fifteen (15) days after notice to Customer of nonpayment of any fees owed to Optum under a Statement of Work that are thirty (30) days or more past due, where such breach remains uncured, (ii) immediately if Optum determines in its reasonable discretion that such suspension is necessary to comply with any applicable law, regulation or order of any governmental authority, (iii) immediately if Optum determines in its reasonable business judgment that the performance, integrity or security of any of Optum's services, facilities or property is being adversely impacted or in danger of being compromised, including as a result of Customer's use of the Cloud Services, or (iv) immediately if Customer or any End User is not in compliance with the Optum Policies or Section 6.4 (*Customer Warranties and Acknowledgments*) or sub Section 8.1 (of Section 8, *Limitation of Remedies and Indemnification*) of this Agreement. Optum will use commercially reasonable efforts to restore Customer's rights to use and access those portions of the Cloud Services that gave rise

to the suspension promptly after Customer has resolved the problem giving rise to the suspension. During any suspension, Customer remains responsible for all fees and charges Customer incurs during the period of suspension and Customer will not be entitled to any Service Credits under the Service Level Agreements.

2.3. All rights, title and interest in patents, copyrights, trademarks and trade secrets subsisting in or in relation to the Software and Services will remain the property of Optum or its licensors, as applicable. Neither Customer nor any End User(s) shall acquire any rights in the Software or Services except the limited right to receive, access and/or use the Software or Services as provided herein and in the Schedules.

2.4. In the event that Customer or its End Users provide Optum or its Affiliates, with observations, comments, criticisms, suggested improvements, general concepts, ideas or other feedback related to the Software or Services (collectively "Feedback"), Optum (and its Affiliates) may use the Feedback (including by incorporating it into a product or service) and the Customer hereby grants to Optum (and its Affiliates) a perpetual, nonexclusive, royalty-free, irrevocable license to use the Feedback in such manner, provided that this permission and license does not extend to any third party intellectual property rights.

3. Customer's Responsibilities.

3.1. Customer will, and will require its End Users to provide and maintain all computer hardware, software, communications equipment, and associated peripherals and support necessary to access and use the Software and Services. Any failure to perform by Optum shall not be considered a breach of this Agreement if such failure to perform results from Customer's or its End Users failure to provide the recommended computer hardware, software, communications equipment, and/or associated peripherals and/or support. If a Schedule requires Customer to deliver Customer Data to Optum, Customer shall provide Optum with all Useable Data required, in the format required for the applicable Software or Services. Customer's failure to provide Useable Data shall relieve Optum of all obligations under this Agreement that are contingent upon receipt of Useable Data, until such time as Customer has delivered Useable Data to Optum.

3.2. Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Data delivered to Optum. 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 Customer Data or data entry done by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors in Customer's or the Data Sources' input data, or from Customer's 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 sharing agreements and data processing agreements as applicable, which are required by applicable laws and/or regulations for the delivery of Customer Data to Optum and for Optum to use and disclose such Customer Data as set forth under this Agreement or required by law.

3.3. 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 in using the Software or otherwise as may be permitted under the applicable data processing agreement between Optum and the Customer).

3.4. In the event that Customer uses or accesses any Optum information or communication systems ("**Optum Systems**"), which includes the systems owned and/or operated by Optum and/or Optum's Affiliates, in the course of the parties performing under this Agreement, Customer agrees that it will use such access only as authorised in this Agreement and the applicable Schedule, and for no other purposes, and will comply with all security controls, policies, standards, and guidelines applicable to Optum Systems which are disclosed to Customer as part of a log-in procedure. Customer agrees it will not (i) knowingly introduce any virus or disabling code into the Optum Systems; (ii) allow third parties to have access to the Optum Systems; (iii) attempt to access any portions of the Optum Systems that are not required for Customer's performance under this Agreement; (iv) use the Optum Systems in any manner that may damage or impair the Optum Systems, Optum, or its Affiliates, or (v) attempt to circumvent or bypass Optum's security procedures for the Optum Systems.

3.5. Customer acknowledges that any interpretation, implementation or use of the Professional Services, or decisions based on Optum's recommendations, are solely and exclusively at Customer's discretion. Customer will be responsible for the decisions it makes and actions it takes using the recommendations and best practices provided as part of the Professional Services, and Optum is not responsible for any action of, or failure to act by, Customer in reliance upon the Professional Services or information provided as part of the Professional Services. Moreover, in no event will the Professional Services be construed as the provision of legal, financial, regulatory or compliance advice by Optum, and Customer shall consult with its own attorneys and advisors for any legal, financial, regulatory, or compliance advice. In addition to the above, Optum may rely, without further diligence, inquiry or investigation, on the business or medical records and other written information, any data, or other material provided to Optum by Customer or a third party (collectively, for purposes of this Section, the "Information"). Optum will not be liable or responsible for any errors, omissions, illegible text or false or misleading statements contained in any Information.

3.6. Customer acknowledges and accepts that as part of Optum's Software improvement process Optum or its subcontractor, in this case third party analytics software , may obtain feedback from the Software regarding the hardware profile and operating system of the Customer's users, internal errors that are arising with respect to the Software on its own on in conjunction with other software and systems connected to the Software and the regions of functionality of the Software that the Customer is using.

4. Customer Resources.

4.1. Customer shall deliver the Customer Content (collectively or individually, "Customer Resources") to Optum. The Parties will agree in each Schedule on the delivery methods.

4.2. Customer is solely responsible for determining the scope of configuration of the Customer Resources for use of the Services. Customer will keep Optum timely informed and Customer shall ensure all End Users' compliance with the terms and conditions of this Agreement and any Schedule (whether or not End Users' compliance is expressly noted as being required or not in any particular section of this Agreement or any Schedule) and shall assume all responsibility and liability with respect to use of the Software and/or Services by End Users other than liability arising from a breach by Optum or its licensors of this Agreement or the applicable Schedule. Any breach of this Agreement or the applicable Schedule(s) by End Users shall be deemed a breach by Customer.

4.3. In order to access the Software, Customer shall provide all equipment and software (including the latest version of any updates or supplemental information) or any other information which Customer becomes aware and that is material to Optum's performance of the Services.

4.4. Except as specified as a Service in a Schedule, Customer is solely responsible for the development, content, operation, maintenance, and use of Customer Resources.

4.5. Customer shall be responsible for data back-up and virus protection for computer operations at Customer or third party facilities and on Customer or third party devices.

4.6. Customer hereby grants Optum and the Optum Personnel all necessary rights and licenses to use Customer Resources made available by Customer to Optum. Customer represents and warrants that it has the right to grant such rights and licenses for the use as contemplated herein.

4.7. Customer and the Data Sources shall be responsible for their data entry activities, and for the accuracy of any Customer Content delivered to Optum. Customer agrees that the Customer Content 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 Customer Content or data entry performed by Customer or the Data Sources, or for errors in services, programs, hardware, data files, or output Optum provides to or maintains for Customer pursuant to this Agreement, if those Optum errors result from errors in Customer's or the Data Sources' input data, or from Customer's failure to comply with this Agreement.

4.8. At Customer's expense, Customer is responsible for obtaining all consents and governmental approvals that are necessary for Customer to receive the Services and perform its obligations under this Agreement, and, prior to furnishing any Customer Resources to Optum, all consents and governmental approvals that are necessary for Optum and the Optum Personnel to access, use, host, store, transmit, disclose and otherwise interact with the Customer Resources ("Required Consents").

4.9. Ownership of Customer Resources. Optum acknowledges and agrees that the Customer Resources remain the sole property of Customer and its licensors. Customer and its licensors reserve all rights not granted herein.

5. Not Used.
6. Warranties and Limitation of Warranties.

6.1. Optum warrants to Customer that:

6.1.1. Optum has the right to grant access to and license the Software to Customer and to provide access to the Cloud Services to Customer. All rights in patents, copyrights, trademarks and trade secrets encompassed in the Software, Services and Data Products will remain in Optum or its licensors, as applicable. Customer does not obtain any rights in the Software, Cloud Services except the limited right to use the Software and/or access the Cloud Services as provided herein and in the Schedules.

6.1.2. Software Warranty. The Software will perform substantially in accordance with the applicable Documentation for the licensed release. If the Software fails to perform in accordance with the Documentation within ninety (90) days after the initial delivery of the first licensed release of the Software to Customer, Customer shall notify Optum in writing prior to the expiration of such ninety- (90) day period, and Optum shall repair or replace the Software. If Optum is unable to repair or replace the Software after receipt of such notification from Customer, upon Customer's request Optum will refund the license fees Customer paid for such Software (if any), and the license to use such Software shall be deemed to be terminated.

a) Neither Optum nor its licensors warrant that the Software will be error-free or be provided (or be available) without interruption or meet Customer's business or operations purposes. Access to the Software is provided to Customer for informational purposes only.

6.1.3. Service Warranties.

a) Cloud Services will perform substantially in accordance with the applicable Documentation for ninety (90) days or for the duration set forth in the applicable Schedule.

b) Professional Services will be performed in a professional and workmanlike manner. If the Professional Services provided are not performed as warranted, Customer must promptly provide written notice to Optum that describes the deficiency in the Services.

c) Each Optum employee, agent and/or subcontractor assigned to perform any Professional Services shall have appropriate skill, training, and experience to perform the Professional Services. The Professional Services will be performed in a competent and professional manner, and Optum's employee, agent and/or subcontractor will observe any working rules of Customer, while on Customer's premises to the extent conveyed to Optum by Customer. Optum agrees to reperform any Professional Services not in compliance with this warranty that are brought to its attention in writing within thirty (30) days after those Professional Services are delivered to Customer.

d) For any breach of any Services warranty, Customer's exclusive remedy and Optum's entire liability shall be the correction of the deficient Services that caused the breach of the warranty.

6.1.4. The Software, Cloud Services and any medium by which they are delivered to Customer do not contain any virus or any other contaminant or disabling devices. This sub-clause does not apply to disabling code used to terminate an evaluation or trial period for Software, or to deactivate the Software or Cloud Service on the expiry of a licence or subscription term or any code, protocol or devices designed to protect the Software or Cloud Service against unlawful use or access or against abuse or to protect privacy and confidentiality of data or to regulate access rights;

6.1.5. The warranties as detailed in 6.1.1 thru 6.1.5 above are void if Customer modifies the Software, Cloud Services, if Customer uses the Software or Services in any manner that is not allowed under this Agreement, or if Customer allows unauthorised persons to use the Software or Services.

6.2. Except as expressly provided in this Agreement, Optum and its licensors make no warranties, covenants or representations relating to the Software or the Services, 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.

6.3. Except as expressly provided in this Agreement, OPTUM AND ITS LICENSORS MAKE NO WARRANTIES OR REPRESENTATIONS UNDER OR RELATING TO THIS AGREEMENT, AND DISCLAIM ALL

WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT AND WARRANTIES ARISING OUT OF COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. OPTUM DOES NOT WARRANT THAT ANY SERVICES ARE OR WILL BE ERROR-FREE, THAT THEY WILL OPERATE WITHOUT INTERRUPTION, THAT DEFECTS WILL BE CORRECTED, THAT THE SERVICES WILL CORRECTLY PROCESS DATA AND INFORMATION, OR THAT THEY WILL FUNCTION CORRECTLY WITH ANY OTHER SOFTWARE OR HARDWARE. CUSTOMER ACKNOWLEDGES AND AGREES THAT OPTUM IS NOT RESPONSIBLE FOR AND WILL HAVE NO LIABILITY FOR ANY HARDWARE, SOFTWARE OR OTHER ITEMS OR ANY SERVICES PROVIDED BY ANY PERSONS OTHER THAN OPTUM. Optum shall not be responsible for the accuracy of any advice given to Customer in performing the Services where such advice was based on information supplied by the Customer or third parties. Responsibility for decisions taken by Customer on the basis of the advice given by Optum remains with Customer.

6.4. Customer Warranties and Acknowledgments.

6.4.1. Customer represents and warrants to Optum that Customer has (i) the rights to license the Customer Resources to Optum and to deliver all Customer Resources delivered to Optum and (ii) it has full power and authority to enter into this Agreement.

6.4.2. Customer acknowledges and agrees that any interpretation, implementation or use of the Software and/or Services, or decisions based on Optum's recommendations, are solely and exclusively at Customer's and End Users' discretion. Customer is ultimately and solely responsible for the decisions it and the End Users make and actions it and the End Users take using the Software and/or Services, and Optum is not responsible for any action of, or failure to act by, Customer or any End User in reliance upon the Software and/or Services.

6.4.3. Company represents and warrants that (i) it has the authority to enter into this Agreement on behalf of itself and its Practices, and (ii) 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.

7. Data Protection.

7.1. Each party shall comply with their obligations under Data Protection Laws.

7.2. Insofar as Optum processes any Personal Data on behalf of the Customer in connection with the provision of the Software or Services under this Agreement, the Customer shall be deemed the data controller and Optum shall be deemed a data processor (or, as the case may be, sub-processor) for the purpose of Data Protection Laws. 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 the parties.

7.3. Insofar as the Customer makes available to Optum (including by uploading onto the Software or Service) any Personal Data, the Customer warrants and represents to Optum that: (i) all necessary data subject consents where relevant 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, (iii) the Customer shall ensure that all Personal Data processed through the Service and/or the Software are kept accurate and up-to-date and that its shall only be kept on the Service or the Software for as long as it is required for the lawful purposes for which it is so held, (iv) . Data may be required either/or in 'clear text' format or pseudonymised at the discretion of the Data Controller to support anonymisation and re-identification as per system functionality. Clear text data will be encrypted by Optum processes without any manual intervention. ~~such as to prevent the identification of patients~~, (v) 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 Schedule.

7.4. 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 Customer and for that purpose the Customer 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.

7.5. 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.

7.6. The Customer authorises Optum to appoint sub-processors for the purpose of delivering the Software or Services including for the purpose of hosting the Software or Services and storing any Personal Data included in the Customer Data.

8. Limitation of Remedies and Indemnification.

8.1. This clause 8.1 limits the parties' liability to each other in actions between the parties brought under or in connection with this Agreement or any Schedules, either for breach of contract, misrepresentation, tort or under any other cause of action including for negligence (except under an express indemnity). Accordingly:

8.1.1. Subject to sub-clauses (8.1.3) and (8.1.4) 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 use of the Software, 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 Schedule at issue for the 12-month period immediately prior to the event giving rise to the cause of action.

8.1.2. Subject to clause (8.1.4) below, neither party nor the third party vendors of products embedded in the Software shall be responsible under or in connection with this Agreement or the provision of the Services or use of the Software for any indirect, incidental, special or consequential damages, including, without limitation, the use of or inability to use the Software or Services, any damage or loss of use of any property and any cost of recovering lost or corrupted data or of reprogramming, or the cost of procuring substitute Services or, Software. loss of data, loss of revenue, loss of customers or clients, loss of goodwill or reputation, loss of profits, any interruption or loss of service, or any loss of business, howsoever caused, or arising in any manner from this Agreement or any Schedule and the performance or non-performance of obligations hereunder.

8.1.3. Notwithstanding the above, clause 8.1 does not limit (a) the parties' obligations to each other under the indemnity obligations as set forth in Clauses 8.2 or 8.3 of this Agreement, (b) the liability either party may have to the other party for breach of clauses 7 (Data Protection) or 9 (Confidentiality) of this Agreement, (c) Customer's liability to Optum for failure to pay amounts due under this Agreement or any Schedule, or (d) any claims with respect to use of the Customer Resources or Customer's other Confidential Information.

8.1.4. Notwithstanding the above or anything to the contrary in this Agreement, nothing in this Agreement or any Schedule 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.

8.2. 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 any Software (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 Software or Services. This indemnification provision shall not be deemed to waive or limit any other rights.

9. Confidentiality.

9.1. Each party acknowledges that in the course of performing under this Agreement, or in the course of discussing or negotiating Schedules 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 Software, Services and Documentation; reports generated by or for Optum; Optum's methods of database creation; Optum's translation, standardisation, 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.

9.2. Each party agrees (and Customer shall procure that the End Users 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 End Users 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 authorisation (including, but not limited to, End Users). 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.

9.3. 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.

9.4. 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.

10. Term and Termination.

10.1. **Term**. Term of this Agreement shall be as set out in the Order Form. Upon termination or expiration of this Agreement, Customer shall, within thirty (30) days, return all copies of all Software, Documentation and related user materials (if any) to Optum. With Optum's consent, Customer may certify that it has ceased using and has destroyed the Software and Documentation, rather than return them.

10.2. 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 Schedule that was breached or the Agreement (if the breach related to all Schedules 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.

10.3. 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:

10.3.1. An order, judgment or decree is entered, without the application, approval or consent of the other party, by any court of competent jurisdiction, approving a petition seeking reorganisation or appointing a receiver of such company or substantially all of the assets of such company, and such order, judgment or decrees continues unstayed and in effect for any period of sixty (60) consecutive days; or

10.3.2. 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

10.3.3. 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.

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. 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 trademarks and no such right shall be inferred.

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:	General Counsel	Customer:	General Counsel
Egton Medical Information Systems Limited			[Address 1]
Fulford Grange Micklefield Lane, Rawdon,			
Leeds, England, LS19 6BA, England			[Address 2]

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. 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.

11.12. 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.

11.13. 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 Schedule, 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 Schedule 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 Effective Date.

EGTON MEDICAL INFORMATION SYSTEMS LTD	[**PRIMARY COUNTERPARTY**]
Signature:_____	Signature:_____
Print name:_____	Print name: _____
Title:_____	Title: _____
Date:_____	Date: _____

SCHEDULE – 1

Pathfinder

Commented [SP4]: Drafting Note: Description where Optum hosts cloud solution

This Schedule ("**Schedule**") is entered into pursuant to the Master Subscription Services and License Agreement effective as of **[INSERT EFFECTIVE DATE]** (the "**Agreement**"), between Egton Medical Information Systems Limited Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA, England ("Optum") and **[INSERT BUYER NAME]** ("**Customer**").

All capitalised terms not otherwise defined in this Schedule shall have the meanings assigned to them in the Agreement. Unless modified herein, all terms in the Agreement shall remain unchanged and in full force and effect.

This Schedule is entered into as of [**INSERT START DATE**] (the "**Effective Date**").

1. PURPOSE & HIGH-LEVEL SCOPE OF SERVICES

The purpose of the Optum Pathfinder Population Health Management ("**PHM**") Analytics service (the "**Service**") is to provide population health analytics with actionable insights to support the understanding of population characteristics. Unless otherwise agreed to by Optum and Customer, all Services will be provided remotely.

2. DEFINITIONS

A. **"Dashboards"** means those certain PHM visualisation dashboards containing the results of Customer Data analysed by Optum and processed by the Hosted Software that Optum will allow Customer and End Users to access and use as part of the Cloud Services. The Dashboards shall be considered "Software" as such term is defined in the Agreement.

B. **"Hosted Software"** means that certain Software which Optum and/or its affiliates host and make available to Customer and its End Users as part of the Hosting Services (as such term is defined in clause 3(A)(3)(b)(i) in order to provide Customer and End Users with access and use of the Dashboards and Reports.

C. **"Portal"** means the user interface to the Optum-hosted web-based portal accessed via PHM.optum.co.uk which provides Customer and its End Users with access to the Hosted Software, Dashboards and Reports, subject to the terms of this Schedule. The Portal shall be considered an "Optum Tool" as such term is defined in the Agreement.

D. **"Reports"** shall have the meaning set forth in clause 3(A)(3)(b)(iii).

E. **"Start Date"** means the date upon which Optum first makes the Dashboards and Reports available for productive use to Customer and its End Users as part of the Service. The Start Date will occur after (i) all requisite data agreements are executed for the access and use of Customer Data and other Data required for the Services, including, but not limited to, the applicable Deed of Undertaking or data processing agreement referenced in clause 6 (Data Processing) of this Schedule; (ii) all Customer Data and other Data required for Optum's provision of the Services is received and analysed by Optum; and (iii) the Dashboards and Reports are created by the Hosted Software utilising the analysed Customer Data and other Data.

3. DETAILED DESCRIPTION OF SERVICES

A. Service. Optum will provide the following Service, which shall be "Services" as such term is defined in the Agreement:

1) Service Plan. Optum and Customer may elect to mutually develop a detailed Service plan to detail the tasks, duties, scope, and timelines related to the implementation of the Service, including the Customer Data and other Data receipt and onboarding.

2) Professional Services.

a. Data Receipt and Onboarding. Within the timeframe described in the applicable Service plan, and on an agreed upon recurring timeframe thereafter, and subject to the parties' execution of a mutually acceptable Deed of Undertaking or data processing agreement (as described in clause 6 (Data Processing) of this Schedule), Optum will receive from Customer for PHM analysis the initial set of Customer Data. The Customer Data files will be sent to Optum using

a mutually agreed upon secure file transfer mechanism through which the parties connect systems to transfer sensitive data. The types, scope, form, amount and timing of Customer Data that will be submitted to Optum will be mutually agreed upon by the parties and will include, but not be limited to, the following types: general practice, acute, community, mental health and adult social care data. If required by the personal data processing terms of the Deed of Undertaking or data processing agreement between Customer and Optum (as described in clause 6 (Data Processing) of this Schedule), Customer Data will be pseudonymised by Customer or End Users, or a third party on behalf of Customer and End Users, before it is provided to Optum.

b. Configuration. Optum will provide general implementation support Professional Services for the configuration of the Dashboards and Reports. Implementation support Professional Services will be provided during the time period noted in the Service plan. For the avoidance of doubt, general implementation Dashboard and Report configuration support does not include training, Customer-specific or End User-specific customisations that require development work, Cloud Services, Software or any Services which are not Professional Services.

c. Data Analytics and Visualisation. Optum will perform, on an agreed upon frequency, certain PHM data analytics on the Customer Data supplied under clause 3(A)(1)(a) above by processing it through Optum's proprietary PHM analytical engine(s) and the Hosted Software. Optum will then make such processed Customer Data available to Customer for viewing via the Dashboards and Reports pursuant to the terms of clause 3(A)(3)(b)(ii) below.

d. PHM Coaching and Advisory Support Services. Optum will provide twenty (20) working days of the following coaching and advisory support Professional Services:

(i) Data analysis and insight to Customer and End Users via Optum's PHM platform.

(ii) Cross functional role (for example, analysts, clinicians, and finance directors) coaching to Customer and/or one or more of the End Users to derive insight from the population health data analytics to inform PHM.

(iii) Workshops. Workshop(s) based on outcomes from data analysis conducted under subpart (i) of this clause (a) which may use logic model approaches. The details of each workshop (content, format, number of attendees, number of workshops, duration of each workshop, date of each workshop, etc.) will be mutually agreed upon by Optum and Customer.

(iv) Training. Optum will provide an agreed upon number of working days of training Professional Services to show Customer and its End Users how to use and interpret the content of the Dashboards and Reports. The details of the training (content, format, number of attendees, number of sessions, duration of each session, date of each session, etc.) will be mutually agreed upon by Optum and Customer.

3) Cloud Services.

a. Hosted Software. Subject to the terms of this clause 3 (Cloud Services), and commencing from the applicable Start Date, Optum will provide to Customer and its End Users, as part of the Cloud Services, (a) access and use of the Hosted Software and Portal; and (b) use of the Dashboards and Reports created by the Hosted Software, through the Portal.

b. Dashboards and Reporting.

(i) Hosting Optum will provide certain Professional Services and Cloud Services to Customer and its End Users to (i) host, implement and maintain the Hosted Software, Portal, Dashboards and Reports, and (ii) permit Customer and its authorised End Users a right to log into the Portal to access and view the Dashboards and Reports, subject to the license terms in clause 3(A)(3)(b)(ii) below (subparts (i) and (ii) of this clause 3(A)(3)(b)(i) being collectively referred to as the "Hosting Services"). The Hosting

Services include Optum supplying the hardware, software and secured facility needed for Optum to provide the same. The Hosting Services are included in the definition of "Cloud Services" and "Services" in the Agreement.

(ii) Portal, Dashboards and Reports. Customer's and End Users' access and use of the Hosted Software and the Portal, and the Dashboards and Reports through such Portal, shall be subject to the terms of this clause 3(A)(2)(b)(ii). Customer is responsible for ensuring that its End Users comply with the terms of this clause 3(A)(2)(b)(ii), as well as, the terms of the Schedule and the Agreement.

(1) Optum grants Customer the limited non-exclusive, non-sublicensable, non-transferable license right to (i) access and use, and permit its End Users to access and use, the Hosted Software and Portal; and (ii) access and use, and permit its End Users to access and use, the Dashboards and Reports through the Portal. Customer and its End Users may only access and use the Hosted Software, the Portal, the Dashboards and the Reports, from and at locations within the UK.

(2) The Portal will allow Customer and End Users to access and view the Dashboards and Reports.

a. Embedded Programs. The Portal may contain products, programs or components that are owned by Optum's third party licensors. If so, Customer agrees that (i) such items are provided AS IS, and in object code only and cannot be redistributed; (ii) it, and its End Users, will comply with all terms applicable to use of, and/or access to, such third party products, programs and components in the Portal, including any such terms which are made available (1) in the form of a notice or file that is delivered; (2) via download; or (3) via a click-to-accept license terms or agreement; (iii) third party software products, programs and components within the Portal may only be used as part of the Portal, and access to the Dashboards and Reports through it, and not as a standalone program or a part of any other software program; and (iv) subject to the terms and conditions of the Agreement and this Schedule, the third party vendors of products, programs or components embedded in the Portal shall not be responsible for any direct, indirect, incidental, special or consequential damages resulting from such products' use, performance or failure to perform.

b. Other than as permitted herein, Customer may not sell, assign, transfer or otherwise provide access to the Portal, Dashboards and/or Reports to any person or party without Optum's prior written consent. No End User may sell, assign, transfer or otherwise provide or permit access to, or use of, the Portal, Dashboards and/or Reports by any other person or party.

(iii) Reports. As part of the Service, Optum will provide Customer and End Users with access and use of certain PHM analytics reports created by the Hosted Software using Customer Data and other Data processed by Optum as part of the Service (the "Reports"). The exact Reports that Customer and End Users will be entitled to access and use will be mutually agreed upon.

(iv) Customer Obligations. Customer and End Users, as applicable, are responsible for the following related to the Hosting Services, the Hosting Software, the Portal, the Dashboards and the Reports:

(1) Customer is solely responsible to determine which End Users can access and use (i) the Portal; and (ii) Dashboards and Reports through the Portal, provided that such access and use must be in accordance with (a) the terms of the Agreement and this

Schedule, as amended; and (b)applicable law. Customer shall provide Optum with a list of the End Users who should be provided access to the Portal, and Dashboards and Reports through the Portal, so that Optum may set up such End Users with log-in credentials.

(2) Customer shall review, and renew or discontinue, as applicable, each End User's right to access the Portal, and the Dashboards and Reports through the Portal, at least annually. Customer shall promptly inform Optum after its annual review is complete so Optum may update its access log-in credential records accordingly. Customer acknowledges that Optum has no control over, or responsibility for, the individual(s) to whom Customer and/or any End User gives access to the information accessible through the Portal, Dashboards and/or Reports.

B. Software License. Subject to the terms of this clause 3(B), Optum will provide Customer with access to, and use of, Software as part of the Services:

1) License Grant. Commencing from the Start Date for the applicable Service, and subject to the terms in this Schedule, Optum hereby grants to Customer a non-exclusive, non-transferable, non-sublicensable limited right to remotely access and internally use, and allow permitted End Users to remotely access and internally use, during the Term set forth in clause 10 herein, the object code version of the Hosted Software, the Portal, the Dashboards and the Reports, as well as, the applicable Documentation for the same, if any. Customer and its End Users may use the Hosted Software, Portal, Dashboards, Reports and Documentation only in a manner which will allow them to receive the Services described in this Schedule and to provide Feedback to Optum.

2) Scope of License. Customer and End Users may access and use the Hosted Software, Portal, Dashboards, and Reports solely through the Customer's or the End User's, as applicable, log-in credentials set up by Optum.

3) License Restrictions. Customer shall, and shall ensure that the End Users shall:

a. Not modify or remove any copyright or proprietary notices on the Portal, Dashboards, Reports and/or their applicable Documentation, and shall reproduce such notices on any permitted copies thereof, if any, made by Customer or any End User;

b. Not decompile, reverse engineer, or disassemble the Hosted Software, Portal, Dashboards and/or Reports or otherwise attempt to derive the source code of any of the foregoing;

c. Not (i) remove, delete, copy, reproduce or excerpt any of the Hosted Software, Portal, Dashboards, Reports and/or Documentation; (ii) vary, translate, make error corrections, modify or adapt the Hosted Software, Portal, Dashboards, Reports and/or Documentation nor create any derivative works based upon any of the foregoing; (iii) distribute, rent, sublicense, share, transfer or lease the Hosted Software, Portal, Dashboards, Reports and/or Documentation to any person or entity, or use the Hosted Software, Portal, Dashboards, Reports and/or Documentation to provide service bureau or similar services to third parties;

d. Not circumvent, bypass, disable or otherwise tamper with any security measures associated with the Hosted Software, Portal, Dashboards and/or Reports;

e. Unless (i) expressly permitted in this Schedule and the applicable Deed of Undertaking or data processing agreement between Customer and Optum (as described in in clause 6 (Data Processing) of this Schedule); and (ii) permitted by applicable law, including but not limited to, the Data Protection Laws; not identify or re-identify (or attempt either of the foregoing) individual patients, Data Sources, persons, data subjects (as such term is defined in the Data Protection Laws), clinicians and/or providers whose information, including personally identifiable information or personal data, is unknown, masked, pseudonymised or anonymised when supplied to Optum under this Schedule. Optum expressly disclaims any and all responsibility and liability, including to the individual subjects of such information, and

including to all third parties and including for all costs and expenses related to identification or re-identification efforts, and/or attempts at the same, by Customer and/or its End Users;

f. Not permit any third party to do any of the activities described in subparts (a) through (e) above, except to the extent permitted by law and only upon Optum's express prior written consent in each instance;

g. Effect and maintain adequate security measures to safeguard the Hosted Software, Portal, Dashboards, Reports and Documentation against access to or use by unauthorised persons and ensure that all permitted copies (of the Documentation and Reports only), if any, are kept under its control. Customer shall notify Optum immediately on becoming aware of any unauthorised use of the Hosted Software, Portal, Dashboards, Reports and/or Documentation by any person or entity;

h. Only access or use the Hosted Software, Portal, Dashboards, Reports and the Documentation within the United Kingdom;

i. Permit Optum or its authorised representative to inspect and have access to any premises and equipment where or upon which the Hosted Software, Portal, Dashboards, Reports and/or Documentation, including any permitted copies, are accessed, used and/or located, to verify that Customer and the End Users are complying with their obligations under this Agreement. Such access to equipment may be, where Optum requires, by remote means;

j. Acknowledge and agree that Optum may monitor Customer's and End Users' use of the Hosted Software, Portal, Dashboards, Reports and Documentation to detect and address threats to the functionality, security, integrity, and availability of the same, as well as, the Cloud Services and Hosting Services and to monitor Customer's and its End Users' compliance with the terms of this Schedule.

k. Indemnify Optum from and against all claims, liabilities, proceedings, costs, damages, losses, or expenses incurred by Optum caused by, or in any way connected with, Customer's and End Users' access to or use of the Hosted Software, Portal, Dashboards, Reports and/or Documentation or the unauthorised access to or use of any of the foregoing, including by any third party whether through breach of this Schedule or breach of the agreement between Customer and the applicable End User or any other negligent, intentional or wrongful act of Customer and/or any End User; and

l. Only make copies of the Dashboards and Reports as are reasonably necessary for (i) receipt of the Services; and (ii) backup, operational security or archival purposes; provided that all such copies of the Dashboards and Reports are subject to the terms and conditions contained in this Schedule and the Agreement and Customer and End Users shall make and retain full and accurate records of such copying and the location of all copies and make these available to Optum on request from time to time.

4) Suspension. Optum reserves the right to suspend Customer's or any End User's access to the Hosted Software, Portal, Dashboards, Reports and/or Documentation, or any portion of any of the foregoing, upon its reasonable belief that Customer's or such End User's utilisation of the same is in breach of this Schedule or the Agreement. In such instance, Optum shall provide written notice to Customer explaining the reason for any such suspension. Optum may condition any restoration of access to the suspended Hosted Software, Portal, Dashboards, Reports and/or Documentation, as applicable, upon satisfaction of conditions directly associated with the suspension, as Optum reasonably determines are appropriate.

4. CUSTOMER'S AND END USERS' RESPONSIBILITIES AND OBLIGATIONS

A. In addition to those obligations set forth in the Agreement and in clause 3(A)(3)(b)(iv) of this Schedule, Customer and/or End Users, as applicable, shall be obligated to do and/or provide, at a minimum, the following:

1) Supply, and refresh on an agreed upon frequency, all Customer Data necessary for Optum's provision of, and Customer's and End Users' receipt of, the Services. All Customer Data submitted by Customer

and its End Users shall be in the format determined by Optum unless otherwise mutually agreed to by Optum and Customer.

2) Provide End User details to Optum as requested and as necessary for Optum's provision of, and Customer's and End User's receipt of, the Services.

3) Subject to clauses (a) and (b) below, and unless otherwise expressly agreed to by Optum in writing, Customer and End Users will communicate Feedback related to the Dashboards and Reports on an ongoing basis throughout the Term. Optum and Customer will agree on a framework for the sharing and communication of Feedback.

   a. Where appropriate, Customer and End Users will document in writing each piece of Feedback and share the same with Optum.

   b. Customer acknowledges and agrees that it, and its End Users, will only submit Feedback to Optum and that they will submit no Feedback related to the Dashboards and Reports to any other party.

5) Provide a mutually agreed upon mechanism through which it securely sends and receives file transfers.

6) Customer and End Users acknowledge and agree that they, and their clinicians, are solely obligated and responsible to make population health management and clinical decisions.

5. DELIVERABLES

Subject to the Customer and End Users responsibilities and assumptions set forth in this Schedule and in the Agreement, Optum will provide Customer with the following deliverables (the "Deliverables"):

A. [INSERT]

B. [INSERT]

C. [INSERT]

6. DATA PROCESSING

To the extent any Customer Data that Optum requires access to and/or use of as part of providing the Services described in this Schedule is personal data (as such term is defined in the Data Protection Laws), Optum and Customer agree that before Optum provides any Services under this Schedule involving the processing of such personal data, Optum and Customer will execute a mutually acceptable Deed of Undertaking or data processing agreement as set out in Schedule 2 hereunder, between them which will, among other things, (i) describe the Customer and End User Customer Data personal data involved; (ii) Optum's data processing of such personal data; and (ii) Customer's and End Users' participating general practices as beneficiaries.

7. FEES AND PAYMENT

A. **Services Fees.**

1) **Services Fees**. For the Services and Software licenses described in this Schedule, and subject to clause 3 (Pricing Assumptions) below, Customer shall pay the annual fees noted in the table below (the **"Services Fee"**).

Year*	Annual Services Fee**
1	**£ [INSERT]**
2	**£ [INSERT]**
3	**£ [INSERT]**
4	**£ [INSERT]**

5	**£ [INSERT]**
TOTAL	**£ [INSERT]**

* Include the number of years that are in the Term
** Subject to agreed upon discounts, if any

2) **Additional Advisory Services**. Upon the Customer's request, Optum can provide additional advisory or coaching Professional Services to provide transformational support and/or analytical advice at a daily rate of **£ [INSERT]**. In such instance, Optum and Customer will contract for such additional Professional Services via the Change Management process described in clause 9 below, setting forth in the applicable change request executed by the parties, among other things: (i) the exact Professional Services to be provided; (ii) each parties' responsibilities related to such Professional Services; (iii) the pricing for such Professional Services; (iv) the term of such Professional Services; and (v) any other terms and requirements that will apply to such Professional Services.

3) **Pricing Assumptions**. The following pricing and fees specific assumptions and constraints have been identified and agreed to by the parties. If any of these assumptions provide to be incorrect or no longer apply, the parties will agree on appropriate changes to this Schedule:

a. Any work performed by Optum which is not part of the performed under an agreed fee shall be agreed with the Customer in advance of the work being performed and shall be chargeable by Optum at Optum's time and material rates in force from time to time.

1.1

b. All fees and amounts due under this Schedule be paid in pounds sterling.

1.2

c. All fees and amounts expressed in this Schedule as being payable by the Customer are exclusive of any VAT. If VAT is chargeable, it will be charged and invoiced by Optum, and paid by Customer, separately and in addition to the fees and amounts due and payable under this Schedule, at the rate for the time being prescribed by law.

1.3

d. Optum is entitled to increase the Services Fee or its daily rate fees (or any part of them) with effect from each anniversary of the Effective Date upon 90 days prior written notice. Any variation shall take effect on the expiry of the period of notice.

1.4

B. **Payment**. Optum shall invoice Customer annually in advance for the next year's Services Fee due under this Schedule with the first invoice for the first year of Services being issued within thirty (30) days of the Effective Date of this Schedule. All amounts due under this Schedule from Customer to Optum shall be due and payable within thirty (30) days of the date of the relevant invoice.

8. ASSUMPTIONS

The following assumptions and constraints have been identified and agreed to by the parties. If any of these assumptions prove to be incorrect or no longer accurate, the parties will agree on appropriate changes to this Schedule.

A. [INSERT]

B. [INSERT]

C. [INSERT]

9. CHANGE MANAGEMENT

Changes in Services scope, schedule or timeline require a change request and may result in a new or revised scope of the Services and associated fees. All requests to change project scope will use the following procedure. Either Optum or Customer may initiate a change of scope request in writing, specifying the description of the proposed change. The impact on costs, staffing, workloads, and schedule will be documented by Optum. Optum may also specify the date before which Customer must respond to avoid uncontrolled impacts on the project plan. If the change of scope is approved by both parties, Optum will revise the scope of the Services and budget as needed and schedule the work to commence accordingly. Any change to the Services or any other variation to this Schedule shall only be binding once the change of scope request

form has been agreed to in writing and signed by an authorised representative of Customer and Optum. Optum will not commence work on the change request without Customer's express written approval.

EGTON MEDICAL INFORMATION SYSTEMS LTD	**[CUSTOMER NAME]**
By:_____	By: _____
Printed Name:_____	Printed Name: _____
Title:_____	Title: _____
Date:_____	Date:_____

Optum Contract No.

SCHEDULE 2

Data Processing Agreement

THIS DATA PROCESSING AGREEMENT is made on same date as the Agreement (the "**DPA**")

BY:

(1) Egton Medical Information Systems Limited Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA, England (the "**Supplier**" or "**Optum**"); and

(2) [ ] ("the **Client**" or "Contracting Authority"); and

FOR THE BENEFIT OF:

(3) General practices (the "Sites") who are part of the Contracting Authority identified above and who from time to time will provide or have previously provided personal data to Optum for the purpose of providing Services under the Agreement (the "Beneficiaries").

Capitalised terms used in this DPA which are not defined herein shall have the meanings set forth in, as applicable (i) the Agreement to which this DPA is attached; or (ii) the Data Protection Legislation (as indicated in section 1.1.2 hereof).

BACKGROUND

A. For the purposes of carrying out the processing activities required under the Contract as set out in the Data Processing Annex attached hereto (the "Permitted Purpose"), the Sites will transfer to Optum certain categories of Personal Data relating to certain individuals all as indicated in the Data Processing Schedule.
B. Optum and Client will processing Personal Data in accordance with the terms and conditions of the Contract and this DPA.
C. In order to reinforce the obligations of Optum which are contained in the Contract in relation to data protection, Optum is, pursuant to this DPA, giving direct assurances to the Sites with regards to how personal data is processed and safeguarded.
D. [This document is an undertaking which operates as a deed poll to account for the fluctuation in the total number of Sites receiving Services under the Contract and/or provided data under the Relevant Contract.]
E. The Contracting Authority hereby authorises, on behalf of the Beneficiaries, Optum to undertake the processing activities under this DPA and Optum agrees to do so all under the terms of this DPA.

IT IS HEREBY AGREED as follows:

1. Definitions

1.1. In this [DPA or deed], (unless the context otherwise requires) the following words and phrases shall have the following meanings:

1.2. "Data Protection Legislation" means 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, the Regulation (EU) 2016/679, 'the General Data Protection Regulation' ("**GDPR**"), the UK General Data Protection Regulation (UK 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.

1.3. "Data Controller", "Data Processor", "Data Subject", "Personal Data" and "Processing" have the meanings given in the Data Protection Legislation. "Processed" and "Process" shall be construed in accordance with the definition of "Processing."
1.4. References in this [DPA or deed] to "Personal Data" shall be interpreted as including “Sensitive Personal Data" (as defined in the Data Protection Legislation).
1.5. "Contract" means the contract between Client and Optum, pursuant to which Client undertakes to provide Services at the Sites.
1.6. "Relevant Contract(s)” means the Contract and any other contract pursuant to which Personal Data is currently Processed, has been Processed or will be Processed by Optum on behalf of the Sites in relation to the Software. For purposes of this DPA, the details of processing are indicated in the Data Processing Schedule.

2. Responsibilities under the Data Protection Legislation

2.1. The Beneficiaries are Data Controllers in relation to all Personal Data held in their information technology systems and Optum is a Data Processor in connection with that Personal Data.

3. Processing of Personal data

3.1. Where Personal Data is Processed on behalf of each Beneficiary by Optum, its agents, sub-contractors or employees, Optum undertakes that it shall, and shall procure that its agents, sub-contractors and employees shall:

3.1.1. only Process the Personal Data in accordance with the terms of this Agreement (including the Data Processing Schedule), applicable laws, and solely for the Permitted Purpose;

3.1.2. Process the Personal Data on behalf of the Sites and in accordance with the documented written instructions of the Sites, which may be communicated by Client on the Sites' behalf unless required otherwise by the Data Protection Legislation;

3.1.3. Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of services under the Contract;

3.1.4. Taking into account the state of the art, the costs of implementation, and the nature, scope, context and purposes of Processing, as well as the likelihood and severity of any risk, implement appropriate technical and organisational measures to protect Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from unauthorised or unlawful Processing or accidental loss, destruction or damage to Personal Data and to the nature of the Personal Data which is to be protected;

3.1.5. Take reasonable steps to ensure the reliability of any personnel who have access to the Personal Data;

3.1.6. Inform all personnel, who have access to Personal Data of the confidential nature of Personal Data and ensure that they do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the applicable Site or Client;

3.1.7. Process the Personal Data in accordance with the Data Protection Legislation;

3.1.8. Reasonably cooperate as requested by the applicable Site to enable it to comply with any exercise of rights by a Data Subject under the Data Protection Legislation in respect of Personal Data processed by Optum; provide assistance to Client on the Sites' behalf as necessary to enable Sites to comply with security of Personal Data taking into account the nature of Processing and the information available to Optum; provide assistance to the Client on the Sites’ behalf with any data protection impact assessment or prior consultation with a supervisory authority associated with Optum’s Processing of Personal Data; or comply with any assessment, enquiry, notice or investigation under the Data Protection Legislation which shall include the provision of all data requested by the applicable Site within the timescale specified by it in each case;

3.1.9. provide a contact point for the Sites, to submit any enquiries relating to the Processing of Personal Data pursuant to the Contract. For purposes of this DPA, such enquiries must be submitted to **information_governance@optum.com**; and

3.2. Upon termination or expiry of the Contract, without undue delay, cease Processing the Personal Data upon the termination or expiry of the service to which it relates under the Relevant Contracts and as soon as possible thereafter, but no longer than 14 business days permanently delete all production data from its systems, including all Personal Data, and Optum shall confirm in writing that this obligation has been complied with in full and issue Data Destruction Certificates. Disaster recovery data is overwritten from our DR environment 3 months after the initial production deletion.

3.3. Optum shall not Process any Personal Data outside of Great Britain without the prior written consent of the relevant Site, which may be communicated by the Client on the Sites' behalf. The Client, on behalf of the Sites, hereby authorises Optum to transfer the Sites' Personal Data to Optum Affiliates and authorised Sub-processors for Processing in the countries outside of Great Britain or the EEA as specified in the Data Processing Schedule.

3.4. Optum shall not engage a Sub-processor in relation to the Processing of Personal Data without prior written consent of the Client. Client, hereby authorises Optum to appoint the Sub-processors listed in the Data Processing Schedule to Process the Personal for the Permitted Purpose. Optum will impose the same data protection obligations as set out in this DPA.

3.5. Any Site(s) may, on reasonable notice, request a detailed written description of the technical and organisational methods employed by Optum and its Sub-Processors for the Processing of Personal Data. Within ten (10) working days of receipt by the Optum of each written request from a Site, the Optum shall deliver a written report to that Site, with a copy sent to Client. Optum's report shall have sufficient detail to enable the Site to reasonably determine whether or not Personal Data is being, has been, and will be, Processed in compliance with the Data Protection Legislation.

3.6. As a signatory to this agreement as a "Site", the named Contracting Authority is not deemed to enter into agreement as a "data controller" but is deemed to be doing so on behalf of its Data Controllers who remain "data controllers".

4. Data Controller Consent

4.1. Each party shall reasonably cooperate with the other party to obtain consent from each Data Controller prior to adding an additional Site.

5. Indemnity

5.1. Each party (the "Indemnifying Party") shall indemnify the other party (the "Indemnified Party," which, with respect to the Client, includes the Sites) and keep the Indemnified Party indemnified on demand against any award or liability under a final judgment or court order and against related costs and/or monetary penalty notices arising from enforcement by the Information Commissioner's Office (or its successor enforcement body) arising from a breach by the Indemnifying Party of this DPA.

5.2. The limitations and exclusion on liability set forth in the Contract shall apply to liability arising under this DPA. For the avoidance of doubt, Optum's total liability for all claims from the Client and anyone claiming through the Client arising out of or related to the Contract, including this DPA, is subject to the limitations and exclusion of liability set forth in the Contract.

6. General

6.1. This DPA does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

6.2. In the event of any dispute under this DPA, the Laws of England and Wales shall apply and the Courts of England and Wales shall have sole jurisdiction.

6.3. Where it is reasonably practicable any complaint, dispute or action against the Supplier for breach of the data processing conditions set out in this [DPA or deed] shall be managed by the ICB on behalf of the Beneficiaries (or successors) under the processes and provisions set out in the Relevant Contracts. Where it is not reasonably practicable for the ICB to do so, then the Beneficiaries shall be able to deal directly with the Supplier to, for example, escalate a complaint or dispute or take action against the Supplier.

IN WITNESS WHEREOF the parties, through their execution of the Contract to which this DPA is attached, agree to the terms of this Data Processing Agreement, including Client agreeing to its terms on behalf of the Sites.

For and on behalf of Optum	For and on behalf of Client, in its own capacity and where relevant in its capacity as the contracting authority for and on behalf of the Beneficiaries
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Contract number	