INFORM FRAMEWORK AGREEMENT

This Framework Agreement is dated 202[ ]

Parties

(1) **EGTON MEDICAL INFORMATION SYSTEMS LIMITED** incorporated and registered in England and Wales with company number 02117205 whose registered office is at Fulford Grange Micklefield Lane, Rawdon, Leeds, England, LS19 6BA ("**Optum**"); and

(2) [ ] incorporated and registered in England and Wales with company number [ ] whose registered office is at [ ] (the "**Customer**"),

each a "**party**" and together, the "**parties**".

BACKGROUND

(A) The Customer, among other things, sponsors digital messaging programs to facilitate patient engagement, drive behavioural change and empower healthcare professionals to optimise care.

(B) Optum provides the Optum Systems to healthcare professionals and is able to provide information services within those systems.

(C) The Customer wishes Optum to provide, and Optum is willing to provide, information services on behalf of the Customer on, and subject to the terms of, this Framework Agreement and relevant Order Form(s).

Agreed terms

1. INTERPRETATION

1.1 Definitions: The following definitions and rules of interpretation apply in the Agreement.

ABPI Code of Practice means the Association of the British Pharmaceutical Industry Code of Practice as in force from time to time.

Active means where an alert in EMIS Web is marked as 'active' and End Users will therefore receive the relevant alerts without needing to take further action.

Advert Specifications means Optum's specification requirement for any Advertising as made available by Optum to the Customer from time to time.

Affiliates means any entity that directly or indirectly controls, is controlled by, or is under common control with another entity.

Alert Campaign means an alert that will appear to the relevant End User(s) in relation to a specific drug (or group of drugs) or cohort of patients or some other trigger event, within the relevant Optum System(s), in the form and frequency in accordance with the relevant Campaign Plan. The alert can:

(a) provide a prompt to the End User at the point of care with relevant information (which can link to other Information Materials); and/or

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(b) provide a prompt to the End User to consider taking an action (e.g. book an appointment, report an adverse event, record information in a template, etc.).

Alert Opt-In means a feature within EMIS Web that allows the EMIS Web End Users to opt-in to all or some sponsored alerts.

Business Day means a day, other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Campaign means a campaign utilising the relevant Information Materials, Self-Assessment Tool(s) and/or other agreed materials to provide information and/or services to End Users of the relevant Optum System(s) as agreed between the parties in a Campaign Plan. Such Campaign(s) may include an Alert Campaign, Patient Information Campaign, Display Media Campaign, EMIS-X Information Leaflets Campaign, Optum Learn Campaign, Template Campaign, Pathway Campaign and/or a Marketing Campaign.

Campaign Design Services means consultancy services provided by Optum to assist the Customer in creating a Campaign.

Campaign Design Services Form means an agreed scope for Campaign Design Services agreed between the parties from time to time substantially in the form set out in Schedule 2 and that is signed by the duly authorised representatives of both parties in accordance with clause 4.2.

Campaign Materials means the relevant information (which may include the Content) being published and/or made available to End Users as part of the relevant Campaign and as set out in the relevant Campaign Plan.

Campaign Plan means a plan for a Campaign agreed between the parties from time to time substantially in the form set out in Schedule 1 and that is signed by the duly authorised representatives of both parties in accordance with clause 4.2.

Care Provider(s) means an NHS body or organisation or private healthcare provider (commissioned by the NHS or other third party) to deliver care and treatments to patients and with whom EMIS Web End Users may be able to share patient data with, through use of a relevant Pathway Module.

Care Provider End User means a Care Provider that has signed up to take the Pathway service from Optum (and agreed to Optum's Pathway terms and conditions).

Commencement Date means the date of this Framework Agreement.

Cancellation Fees means the cancellation fees set out in the relevant Order Form(s).

Confidential Information means any information relating to the business of the disclosing party which is not publicly available including, any information specifically designated by the disclosing party as confidential; any information supplied to the disclosing party by any third party in relation to which a duty of confidentiality is owed or arises; and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the business of the disclosing party (including the items of information identified as Confidential Information in clause 11).

Content means Information Materials and/or Self-Assessment Tools and/or marketing or other information materials produced by Optum under the terms of the Agreement.

Content Services means the creation of Content by Optum (or its subcontractors) for use within a Campaign in accordance with a relevant Campaign Plan.

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Contract Year means: (a) a period of 12 months commencing on the Commencement Date; and (b) thereafter a period of 12 months commencing on each anniversary of the Commencement Date; provided that the final Contract Year shall end on the expiry or termination of the Term.

CPM means the cost per mille i.e. per 1,000 page impressions of the advert for a Display Media Campaign.

Data Protection Legislation means all applicable data protection and privacy laws in force from time to time in the UK, including the Data Protection Act 2018 (DPA) and UK GDPR (having the meaning given to it in the DPA) (in each case as may be amended or superseded from time to time). Any reference to **Personal Data** shall mean as defined in the Data Protection Legislation.

Display Media Campaign means a display media advertising Campaign to be displayed in Patient.info and/or within Information Leaflets in accordance with the relevant Campaign Plan.

EMIS Web means Optum's core integrated clinical IT system (as may be updated from time to time), sold under the mark 'EMIS Web' (and which comprises relevant software and the database).

EMIS-X Information Leaflets means the functionality within EMIS Web (and such other Optum System(s) as Optum may add this functionality to from time to time) that allows Information Leaflets to be made available to the relevant End Users and for such End Users to easily share such resources with their patients.

EMIS-X Information Leaflets Campaign means the provision of Information Leaflets to End Users of EMIS Web (and such other Optum System(s) as Optum may add this functionality to from time to time) in accordance with the relevant Campaign Plan.

End User(s) means the end users of the relevant Optum System which may be clinicians, GP practices, pharmacists, Care Providers, patients, Patient Access users and/or other individuals.

Fees means the fees for the Services, as set out in the relevant Order Form(s).

Inactive means where an alert in EMIS Web is marked as 'inactive' and End Users will therefore need to switch on the relevant alerts within EMIS Web or have confirmed a relevant Alert Opt-In in order to receive them.

Information Leaflets means existing, and/or created (through the delivery of the Content Services), professional and/or patient information leaflets.

Information Materials means articles, Information Leaflets, podcasts, videos, webinars, training content, assessments, Pathway Module(s), protocols and/or templates and such other materials as the parties may agree in a Campaign Plan to make available through one or more of the Optum Systems (including within any products within those Optum Systems) as a Campaign.

In-Put Materials means any information or other materials provided by the Customer to Optum in relation to the Services under the Agreement including any Pathway Specification.

Intellectual Property Rights means any patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

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Marketing Campaign means a bespoke email or other communication Campaign to provide information (which may include Information Materials) to raise awareness of health issues and which can be sent to all relevant opted in End Users in accordance with the relevant Campaign Plan.

Medical Device shall have the meaning as set out under any medical device laws, rules or regulations applicable to the parties including: (i) the UK Medical Devices Regulations 2002 (SI 2002/618) as amended by the Medical Devices (Amendment etc.) (EU Exit) Regulations 2019; (ii) the EU Medical Device Regulation ((EU) 2017/745) and the EU In Vitro Diagnostic Medical Device Regulation ((EU) 2017/746) to the extent that they (or equivalent UK domestic legislation) are ever enacted into UK law; and (iii) any relevant guidance from the MHRA and/or other relevant UK approved body, in each case as amended, supplemented, superseded or replaced from time to time.

Medication Assistant means a feature in Patient Access that allow users to opt-in to receive tailored content (such as the Information Materials) to support the management of their medical condition(s) and medication use.

MHRA means the Medicines and Healthcare products Regulatory Agency.

Optum Ethical Principles means Optum's ethical principle for the production and publication of Campaigns available here: *https://user-eekklck.cld.bz/EMIS-Ethical-Principles/4-5/* (as amended or updated by Optum from time to time).

Optum Learn means Optum's learning management system (as may be updated from time to time) that supports the education and training of clinical Optum System End Users.

Optum Learn Campaign means the provision of Information Materials (targeted or untargeted) within the EMIS Academy Hub in accordance with the relevant Campaign Plan

Optum Learn Hub means a hub within Optum Learn that support sponsored content developed in partnership with the life science industry and other partners including accredited materials that count towards an End User's continuous professional development.

Optum System(s) means EMIS Web, ProScript Connect, Optum Learn, Patient Access, Patient.info or any other software, solutions, websites or systems owned or operated by Optum through which Optum agrees (acting in its absolute discretion) to provide the Services.

Order Form means either a Campaign Plan and/or a Campaign Design Service Form (as appropriate).

Pathway means Optum's Pathway application which can be accessed via EMIS Web by Pathway End Users, to access and use Pathway Campaigns.

Pathway Campaign means the creation of a Pathway Module that can be used by Pathway End Users to either (a) in the case of EMIS Web Pathway End User, identify patients within their practice that meet the relevant search criteria, and, where relevant share patient data with associated Care Providers and/or (b) in the case of Care Provider End Users, enable such Care Providers to see the patient data shared by the EMIS Web Pathway End Users, as more particularly set out in the relevant Campaign Plan.

Pathway End Users means EMIS Web End Users that have signed up to take Pathway services from Optum and agreed to Optum's Pathway terms and conditions and, where relevant, Care Provider End Users.

Pathway Module has the meaning set out in clause 8.21.

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Pathway Module Beneficiaries means the Pathway End Users and/or other EMIS Web End Users and/or Care Providers that the relevant Pathway Module is to be made available to as specified in the relevant Campaign Plan.

Pathway Module Live Date means the date upon which the relevant Pathway Module is made available to Pathway Module Beneficiaries as set out in the Timetable in relevant Campaign Plan.

Pathway Specification means the search specification (including relevant SNOMED codes and other criteria), name of the Pathway and any relevant support documentation that needs to be provided to relevant End Users.

Patient Access means Optum's patient facing mobile application that (among other things) allows patients to obtain information about medical conditions and medicines (such as the Information Materials) and manage their healthcare.

Patient.info means Optum's website *https://patient.info/* a leading independent provider of patient-centric medical and wellbeing information and digital front door services for the UK public and abroad where Information Materials may be published.

Patient Information Campaign means the provision of Information Materials through Patient Access (including via Medication Assistant) and/or Patient.info in accordance with the relevant Campaign Plan.

ProScript Connect means Optum's core pharmacy management solution (as may be updated from time to time), sold under the mark 'ProScript Connect'.

RON means the run of network i.e. non-targeted adverts which will show on all pages of Patient.info, where the particular form of adverting is to be shown in accordance with a Display Media Campaign.

Self-Assessment Tools means self-assessment tools that can be built for Patient Access and/or Patient.info to allow End Users to answer a series of questions that can lead them to a set of resources (such as the Information Materials) or a call to action such as booking an appointment or service where available. These tools can form part of an Advertising Campaign through banners, a Marketing Campaign, a Medication Assistance Campaign or other Campaigns as agreed in accordance with the relevant Campaign Plan.

Services means the Campaign Design Services, Content Services, delivery of the relevant Campaign(s) and such other services to be provided by Optum to the Customer in accordance with the relevant Order Form.

Sponsored Content Guidelines means Optum's editorial and/or other guidelines for the production and publication of certain Information Materials as made available by Optum to the Customer from time to time including the following guidelines *https://patient.info/editorial-policy* (as updated by Optum from time to time).

Targeted means adverts that are shown on specific pages e.g. those relating to a particular subject or on the home page of the Patient.info in accordance with the relevant Display Media Campaign.

Template Campaign means the creation of a pre-determined template within EMIS Web that can be used by EMIS Web End Users to support input of relevant data and clinical workflow, in accordance with the relevant Campaign Plan.

Term means the term of this Framework Agreement as determined in accordance with clause 3.

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Usage Statistics means the usage statistics for the use of the relevant Campaign by End Users (that may or may not include actions taken) to be provided by Optum to the Customer as set out in the relevant Campaign Plan.

VAT: means value added tax chargeable under the Value Added Tax Act 1994.

1.1. Clause, schedule and paragraph headings shall not affect the interpretation of the Agreement.

1.2. A reference to a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assignees.

1.3. A reference to: (i) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (ii) words in the singular shall include the plural and vice versa; (iii) one gender shall include a reference to the other genders; (iv) a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; (v) writing or written includes e-mail, (provided that, in respect of Optum the same is sent to Contracts@optum.com) but not faxes; and (vi) clauses and schedules are to the clauses and schedules of this Framework Agreement; references to paragraphs are to paragraphs of the relevant schedule to this Framework Agreement.

1.4. Any words following the terms 'including', 'include', 'in particular', 'for example' or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.5. This framework agreement (the "**Framework Agreement**") together with any Order Form(s) entered into under this Framework Agreement and any other documents referenced herein, as may be modified from time to time (collectively, the "**Agreement**") govern the provision of the Services as may be provided by Optum to the Customer through the agreement of one or more individual Order Form(s) in accordance with the ordering process described in this Framework Agreement.

2. APPOINTMENT

This Framework Agreement is a framework agreement under which the Customer may request Optum to provide, and subject to written agreement, Optum will provide to the Customer, Services in accordance with the relevant agreed Order Form(s).

3. TERM

This Framework Agreement shall commence on the Commencement Date and shall continue until terminated in accordance with clause 18.

4. ORDER FORMS

4.1 If the Customer wishes Optum to undertake a Campaign or Campaign Design Services, the Customer shall discuss with Optum the Services required in order to execute that Service. If Optum is willing to deliver the relevant Services, then the parties will seek to negotiate an Order Form.

4.2 Once a draft Order Form has been written and approved in principle by the parties (in accordance with the provisions of this Framework Agreement), a duly authorised representative of each party shall sign the draft Order Form, which shall then become an Order Form for the purposes of the Agreement and it shall be binding on the parties and shall form part of, and be governed by the provisions of, the Agreement.

4.3 If there is any inconsistency or conflict between the provisions of any Order Form and the provisions of this Framework Agreement, the provisions of this Framework Agreement shall prevail.

4.4 Nothing in the Agreement shall require either party to enter into any Order Form, which it shall do solely at its own discretion.

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5. AMENDMENTS TO ORDER FORMS

5.1 Either party may request a change to an Order Form (each a "**Change**"). Where either party requests a Change, it will provide the other with a detailed note (each a "**Change Control Note**") for review by the other party which sets out:

(a) the date of the request or recommendation for the proposed Change;

(b) full details of the proposed Change;

(c) the effect on the Fees, if any, of the proposed Change;

(d) details of the likely impact, if any, of the proposed Change on other aspects of the Agreement including:

(i) the timetable for the provision of the proposed Change;

(ii) other contractual issues; and/or

(iii) the date of expiry of validity of the Change Control Note; and

(e) provision for signature by the Customer and Optum.

5.2 The parties will, acting reasonably, negotiate and consider each Change Control Note and, if agreed, the duly authorised representatives of each party shall sign the Change Control Note, which shall amend the relevant Order Form, shall be binding on the parties and shall form part of, and be governed by the provisions of, the Agreement. Any changes to the contents of a Campaign will remain subject to Optum's review in accordance with the Agreement.

5.3 Unless a relevant Campaign has been suspended in accordance with clause 17.2 or 17.3, where a Change Control Note has been issued by either party, the parties will continue to perform their respective obligations under the Agreement, without taking account of that requested or proposed Change, unless or until that Change takes effect.

6. OPTUM'S OBLIGATIONS

6.1 In consideration for the payment of the Fees by the Customer, Optum shall use its reasonable endeavours to perform the Services.

6.2 In delivering the Services, Optum shall:

(a) use reasonable skill, care and diligence;

(b) use staff who have suitable experience, and skills to perform the Services;

(c) act in all material respects in accordance with the provisions of the Agreement;

(d) ensure that, at all times while the Agreement is in force, it holds all permits, licences and authorisations necessary to supply the Services;

(e) use its reasonable endeavours to meet performance dates set out in any Order Form (however any such dates are targets only and time shall not be of the essence for the purposes of the Agreement);

(f) use its reasonable endeavours to ensure that the relevant information materials appear within the relevant Optum System(s) as agreed in the relevant Campaign Plan; and

(g) ensure that all Content produced through the Content Services complies with the Sponsored Content Guidelines, and the Optum Ethical Principles.

6.3 Notwithstanding the above, Optum does not warrant or represent that the relevant Information Materials will always appear where intended and it makes no warranties express or implied (and expressly excludes any liability) in respect of any Information Materials that fail to appear as intended as a consequence of the actions of the End Users or the Customer.

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7. CUSTOMER OBLIGATIONS

7.1 The Customer shall:

(a) co-operate with Optum and shall provide to Optum such information and In-Put Materials concerning the Customer's [(and/or its customer's)] requirements in respect of the Services and the Campaigns to which the Services relate as is necessary, or as Optum may require, to enable Optum to perform the Services; and

(b) where required or requested to review and/or provide comments on any materials or draft content produced/prepared by Optum in delivering the Services, ensure that it provides [or procures that its customer provides] such comments and feedback as soon as reasonably practicable after receiving a request from Optum (and in any event within no more than 20 Business Days of receipt). If the Customer fails to comply with its obligations under this clause 7.1(b):

(i) Optum shall be entitled to charge the Customer additional Fees (calculated on the basis of any additional and/or lost time and effort incurred by Optum as a consequence of the Customer failing to comply, with all charges to be calculated by reference to Optum's standard day rates at the relevant time);

(ii) Optum shall have no liability to the Customer [or its customer] in relation to any delays to delivery of the Services under the relevant Order Form(s); and

(iii) in the event of persistent breaches of this obligation, this shall constitute a material breach for the purposes of clause 18.1(b).

7.2 The Customer shall ensure that each Campaign (save in respect of any Content produced through the Content Services, for which Optum is responsible in accordance with the Agreement):

(a) complies with all applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force, including all applicable guidelines and codes issued by any statutory, regulatory and industry bodies (including the ABPI Code of Practice);

(b) is clinically correct, safe, up to date and accurate and will not cause, or potentially cause, patient harm (including, for the avoidance of doubt, ensuring that all SNOMED or other coding associated with the placement/triggers of any information Campaign is correct, up to date, appropriate and clinically safe);

(c) does not qualify as a Medical Device;

(d) is evidence based and supported by nationally recognised clinical guidelines;

(e) makes it clear that the Campaign Materials are written, or provided on behalf of the Customer [and/or its customer(s)] and not by or on behalf of Optum along with any other information required (including under the ABPI Code of Practice) to ensure that the Customer's [and/or its customer(s)] involvement is clear to the End User;

(f) only references or promotes a specific drug as agreed by Optum in a relevant Campaign Plan (acting in its absolute discretion and noting that some Campaigns and/or Campaign Materials must not reference or promote a specific drug);

(g) does not include any material or content that might reasonably be considered to be marketing (save in respect of a Marketing Campaign);

(h) does not infringe the Intellectual Property Rights or proprietary rights of any third party;

(i) complies with the Optum Ethical Principles and Sponsored Content Guidelines, as appropriate; and

(j) is not defamatory, libellous, obscene, false or misleading or otherwise offensive and does not damage the reputation or good standing of Optum.

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7.3 The Customer shall be responsible for ensuring that each Campaign continues to comply with the terms of clause 7.2 throughout the term of each relevant Campaign Plan, including ensuring that the Campaign remains up to date with the latest in clinical thinking, guidelines and coding. In the event that any changes are required to a Campaign Plan in order to ensure compliance with this clause 7.3:

(a) the parties shall follow the change control process set out in clause 5 to amend the relevant Campaign Plan; and

(b) either party may suspend the relevant Campaign in accordance with clauses 17.2 and 17.3 (respectively) until such time as the Change Control Note is agreed and any required changes are implemented.

7.4 The Customer shall be liable for the contents (save to the extent that Optum is responsible for the relevant Content under the terms of the Agreement) and coding relating to the placement of, and triggers for, the Campaign Materials. Optum shall have no liability to the Customer (or any other party) in the event that the Customer fails to comply with its obligations under clauses 7.2 and/or 7.3 and/or in relation to the contents (save to the extent that Optum is responsible for the relevant Content under the terms of the Agreement) and/or coding relating to the placement of, and triggers for, the relevant Campaign Materials.

7.5 If either party becomes aware that there is a risk that any Campaign is not in compliance with clauses 7.2 or 7.3, then it shall promptly notify the other, and, without prejudice to any other right or remedy of Optum, either party may suspend or terminate the relevant Campaign in accordance with clauses 17.2 and 17.3 (respectively). If any modifications are necessary to remedy any defect in, or issue with, the relevant Campaign, these will be made in accordance with the change control process set out in clause 5

7.6 The Customer hereby grants Optum a licence to use the In-Put Materials:

(a) in order to deliver the relevant Campaigns and Services; and/or

(b) as Optum may require in exercising its rights under clause 17.6.

The Customer shall ensure that Optum's possession and use of the In-Put Materials in the exercise of Optum's obligations and rights under the Agreement shall not infringe the Intellectual Property Rights or proprietary rights of any third party.

8. SERVICE SPECIFIC TERMS

General

8.1 Optum may provide the Customer with indicative numbers of End Users that may be eligible to receive the Campaign Materials through a Campaign. Optum shall endeavour to ensure that any such numbers are accurate and up to date however, Optum gives no warranty or guarantee as to the actual number of End Users that will be eligible for and/or have given permissions to receive, Campaign Materials or that such End Users will actually make use of the relevant Campaign Materials.

8.2 The Customer shall submit to Optum such In-Put Material as it requires in relation to each Campaign including, the text (save to the extent that such Content is being produced by Optum through delivery of the Content Services) and target criteria (including coding) of each proposed Campaign Material and in the case of any Pathway Campaign, the Pathway Specification. Optum will review the relevant materials provided by the Customer before any Campaign Plan (or amendment thereof) can be agreed. Following its review, Optum may make suggestions or recommendations to the Customer in respect of the Campaign, including in relation to the Campaign Material(s) text, coding and/or target criteria. If any such suggestions or recommendations are made then the Customer will consider the same, engage with Optum as required and review the relevant Campaign Plan and, where necessary following such consultation, make appropriate changes and re-submit the Campaign Plan to Optum for review.

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8.3 For the avoidance of doubt, Optum's review, assessment and any suggestions or recommendations made in accordance with clause 8.2 or through the delivery of the Campaign Design Services are made for its own benefit and do not amount to the particular Campaign Material(s) being 'assured', 'approved', 'signed off' or 'validated' as being correct, clinically safe, compliant or otherwise by Optum. If Optum makes any suggestions or recommendations to the Customer then it is for the Customer to consider the same and to determine whether, or not, it wishes to use the same in respect of a Campaign. Optum shall have no liability to the Customer or the End Users in respect of the contents (save in relation to Content) or placement of any Campaign Materials for which the Customer shall at all times remain liable (subject to clauses 8.16 to 8.20 (inclusive) and clause 17.6).

8.4 Optum shall be entitled (at its discretion) to:

(a) include on all or any Campaign Materials, an appropriate disclaimer in respect of its own liability and responsibilities direct to the End User regarding the relevant Campaign Material(s) and/or wording in order to ensure that the Campaign Material(s) comply with clause 7.2(e);

(b) require that the End Users sign up to/agree to appropriate terms and conditions regarding the information Campaigns before they are entitled to receive them; and/or

(c) send communications to End Users in order to bring a Campaign to their attention (this may include information as to who is sponsoring a particular Campaign and a disclaimer as described in clause 8.4(a)).

Display Media Campaign(s)

8.5 The Customer warrants that it has the right to publish the contents of any advertisement included in a Display Media Campaign, without infringement of any rights of any third party including, without limitation, Intellectual Property Rights. Optum shall have no liability to the Customer or any third party under the Agreement (or otherwise) in respect of any Display Media Campaign in the event of a breach of this warranty by the Customer.

8.6 The Customer will be fully responsible for the terms of any contract for the sale of goods or services to any Patient.info End User who have seen the advertisement displayed on Patient.info. Optum shall have no liability whatsoever to the Customer, any End User or any third party in relation to any such contracts entered into for the purchase of any advertised goods or services (if any).

8.7 The Customer shall ensure that any Campaign Materials for a Display Media Campaign will not:

(a) be offensive or obscene;

(b) conflict with mainstream health promotion (e.g. no ads for alcohol, cigarettes, etc);

(c) be for gambling websites (which includes lotteries, bingo, online poker, etc); and/or

(d) promote cures that, in the opinion of the Publisher, most doctors would not be happy about.

8.8 The acceptance of a Display Media Campaign is subject to available space and the terms of an agreed Campaign Plan. Optum will use its reasonable efforts to comply with the Customer's wishes for a Display Media Campaign. If a booked advertisement is not published at all, due to the fault of Optum, Optum will supply an alternative publication date. If the Customer chooses not to accept this alternative date, its original booking for a Display Media Campaign will be cancelled and if the Customer has paid for the Display Media Campaign in advance, Optum will refund to the Customer the amount already paid in full and final settlement of any claim by the Customer against Optum for such failure to publish.

8.9 In the unlikely event that the Customer wishes to request a change to the positioning of advertisements, it must provide the relevant images or other media of suitable quality and size and give at least 2 weeks' written notice to Optum before the end of the Display Media Campaign. Such changes may incur an additional cost to the Customer if it wishes to alter the advert page placement instructions supplied in the Campaign Plan. Failure to provide such prior notice will mean that the

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positions set out in the Campaign Plan will prevail. Any requested change to positioning of advertisements will, in any event, be decided at Optum's sole discretion and subject to availability.

8.10 The Customer shall assume all liability for materials, features, or works provided to Optum, for a Display Media Campaign, that are subsequently downloaded by any visitor to Patient.info.

8.11 The relevant Campaign Plan shall specify the CPM, placement of the relevant advertisements and whether the advertisement are RON and/or Targeted.

8.12 Optum will notify the Customer by email when its advertisement(s) under a Display Media Campaign have been made live on Patient.info and the Customer must inform Optum as soon as it is reasonable, of any inaccuracies with the delivery of the advertisement(s).

8.13 Should the Customer, part way through a Display Media Campaign wish to suspend or cancel an advertisement that is being displayed on Patient.info for an agreed period of time in excess of 14 days then the Customer must give written notice to Optum of its request to suspend or cancel the advertisement(s) and Optum shall use its reasonable endeavours to action the request. The Customer agrees that all charges connected with the Display Media Campaign shall, unless otherwise expressly agreed in the relevant Campaign Plan, be payable in full and, if already paid, are non-refundable.

Alert Campaign(s)

8.14 For the purposes of any Alert Campaigns available through EMIS Web, Optum shall determine whether such Campaigns will be Active or Inactive (based on its clinical review of the Alert Campaign and acting in its absolute discretion).

8.15 The parties agree that the alerts used in an Alert Campaign shall be plain text only (i.e. no special characters) and any additional functionality (i.e. embedded URLs, QR Codes) shall be subject to agreement in the relevant Campaign Plan.

Content Services

8.16 Where relevant, in consideration of payment of the article Fees by the Customer, Optum shall use its reasonable endeavours to produce relevant Content for the relevant Campaign(s).

8.17 In producing any Content, Optum shall use its reasonable endeavours to ensure that such Content:

(a) is written by an appropriate author with experience relevant to the topic;

(b) at the date of publication, is clinically correct, safe, up to date and accurate and will not cause, or potentially cause, patient harm;

(c) does not infringe the Intellectual Property Rights or proprietary rights of any third party;

(d) does not qualify as a Medical Device;

(e) is evidence based and supported by nationally recognised clinical guidelines;

(f) complies with all applicable laws, regulations, regulatory policies, guidelines or codes in each case from time to time in force that apply to Optum save that, notwithstanding this obligation, the Customer is at all times responsible for ensuring that any Content complies with the ABPI Code of Practice;

(g) is not defamatory, libellous, obscene, false or misleading or otherwise offensive and does not damage the reputation or good standing of the Customer;

(h) does not include any material or content that might reasonably be considered to be marketing (save in respect of a Marketing Campaign); and

(i) complies with any form, content and/or editorial requirements as specified in the relevant Campaign Plan (or as otherwise agreed between the parties) and, in particular, the Sponsored Content Guidelines and Optum Ethical Guidelines, as appropriate.

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8.18 Once Content has been produced by Optum in accordance with the relevant Campaign Plan, Optum shall use its reasonable endeavours to provide a copy of the draft Content to the Customer for its comment and review. Optum shall take any reasonable comments received from the Customer into consideration and, where appropriate (i.e. where there are factual inaccuracies), may update the relevant Content. Optum's decision as to the final form of the Content shall however be binding on the parties save to the extent that such comments are in relation to the Customer's compliance with its obligations under clause 8.17(f). In these circumstances:

(a) the parties shall use their reasonable endeavours to agree the final form of the Content;

(b) if agreement can't be reached by the parties within 2 months of the discussions commencing, either party may terminate the Content services (only) under the relevant Campaign Plan by giving notice in writing to the other party; and

(c) unless agreed otherwise in the Campaign Plan, upon termination of the Content services, the Customer shall pay Optum for all time properly incurred in preparing the Content calculated at the lower of (i) time spent x Optum's standard day rates or (ii) any specific Fee that has been attributed in the Campaign Plan to the Content Services (and in the event that there is no such Fee or the Fee is not broken down by Service then (i) shall apply).

8.19 Content will only be shared directly with End Users and/or within the relevant Optum System(s) where they have agreed and/or consented to receive such Content and/or the associated service(s) and in accordance with the relevant Campaign Plan.

8.20 If either party becomes aware that there is a risk that any Content is not in compliance with clauses 8.17, then it shall promptly notify the other, and, without prejudice to any other right or remedy of Optum, either party may suspend or terminate the relevant Campaign (in part or whole) in accordance with clauses 17.2 and 17.3 (respectively). If any modifications are necessary to remedy any defect in, or issue with, the relevant Campaign, these will be made in accordance with the change control process set out in clause 5.

Pathway Campaign

8.21 In relation to each agreed Pathway Campaign, Optum shall use its reasonable endeavours to prepare and configure the relevant Pathway module based upon the Pathway Specification provided by the Customer (each, a "**Pathway Module**").

8.22 Once prepared by Optum in accordance with the relevant Campaign Plan, Optum shall provide a demo and/or screenshots of the draft Pathway Module to the Customer for its comment and review. The draft Pathway Module will include any relevant documentation / information provided as part of the Pathway Specification that needs to be brought to the attention of the Pathway Module Beneficiaries. The parties shall thereafter, acting reasonably and in good faith, work together to agree any changes or updates required to the relevant Pathway Module.

8.23 In the event that that the draft Pathway Module cannot be agreed by the parties within 30 days from Optum providing the demo/screenshots (in accordance with clause 8.22), either party may terminate the relevant Campaign Plan immediately by providing written notice to the other party. Any such termination shall be subject to the payment of any relevant Cancellation Fees by the Customer to Optum (in addition to any fees otherwise payable in accordance with the Agreement).

8.24 Once a Pathway Module has been agreed in writing by the parties, subject to clause 8.25, Optum shall use its reasonable endeavours to:

(a) make the Pathway Module available to all Pathway Module Beneficiaries on the Pathway Module Live Date and for the duration of time agreed in the relevant Campaign Plan; and

(b) provide support for the Pathway Module to the Pathway Module Beneficiaries (including, remote support services) in accordance with its standard support processes.

8.25 The Customer agrees and acknowledges that:

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(a) in order for any Pathway Module Beneficiary to use a Pathway Module, they must be a Pathway End User and also decide to activate the relevant Pathway Module in Pathway (accepting any Pathway Module specific terms);

(b) Optum cannot procure that Pathway Module Beneficiaries sign up to Pathway services (where they are not a Pathway End User already) and/or choose to activate/use the relevant Pathway Module, which is entirely at the discretion of the relevant Pathway Module Beneficiaries. Optum makes no guarantees or warranties in relation to the same; and

(c) Optum cannot guarantee that the Pathway services will be uninterrupted or error-free and that the Pathway services may, from time to time, be unavailable due to planned maintenance activities or if Optum (acting reasonably) feels this is necessary for security or clinical safety purposes.

Campaign Design Services

8.26 Optum shall use its reasonable endeavours to provide the Customer with guidance and information, in accordance with the relevant Campaign Design Service Form, to assist the Customer:

(a) in understanding the technical capabilities (including any limitations or restrictions) of Optum's systems and solutions (through which a Campaign can be delivered); and

(b) design the Customer's Campaign within those capabilities.

8.27 The parties agree that, notwithstanding the provision of Campaign Design Services, the Customer shall at all times remain fully responsible and liable, under the terms of the Agreement, for any subsequent Campaign delivered.

Usage Statistics

8.28 The Usage Statistics to be provided to the Customer will be determined under each Campaign Plan. However, the Customer agrees and acknowledges that Optum is unable to provide any Usage Statistics in relation to Alert Campaigns run in EMIS Web (including how many practices switch on an Inactive Alert and/or have an Alert Opt-In).

9. FEES AND EXPENSES

9.1 The Customer shall pay the Fees to Optum and in consideration of the Fees Optum will provide the Services.

9.2 Optum may invoice the Customer for the Fees at such times and/or in such instalments as are set out in the relevant Order Form (or in the absence of such detail at such times as it may reasonably determine).

9.3 Except as otherwise agreed between the parties, the Customer shall pay all invoices submitted by Optum within 30 days of the date of invoice.

9.4 All sums payable under the Agreement:

(a) are exclusive of any VAT or any other sales tax or duties, which, where applicable, shall be payable by the Customer to Optum in addition; [and]

(b) shall be paid in British pounds sterling to the credit of Optum's bank account, details of which shall be notified to the Customer as and when necessary; [and]

(c) [are payable regardless of whether the Customer's customer has paid the Customer or not.]

9.5 Each party shall pay interest on any sum overdue under the Agreement, at a rate of 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

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9.6 All amounts due under the Agreement from the Customer to Optum shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

10. OWNERSHIP OF INTELLECTUAL PROPERTY RIGHTS

10.1 In the event that new inventions, designs or processes evolve in performance of, or as a result of delivering the Services, the Customer acknowledges that the same shall be the property of Optum.

10.2 All Intellectual Property Rights and all other rights subsisting in the Optum Systems, Campaign Materials (save to the extent that any such materials are In-Put Materials), outputs of the Content Services and any associated documents, information and materials shall remain exclusively with Optum (or its third party licensor(s) as appropriate) and the Customer shall have no rights in or to the same other than any express right to use the same set out in the Agreement.

10.3 All Intellectual Property Rights and all other rights subsisting in the In-Put Materials (if any) shall remain with the Customer (or its third party licensor(s), as appropriate) and Optum shall have no rights in or to the same other than the right to use the same in accordance with the terms of the Agreement.

11. CONFIDENTIALITY

11.1 Each party may be given access to Confidential Information belonging to the other party in connection with the Agreement. A party's Confidential Information shall not be deemed to include information that:

(a) is or becomes publicly known other than through any act or omission of the receiving party;

(b) was in the receiving party's lawful possession before the relevant disclosure;

(c) is lawfully disclosed to the receiving party by a third party without restriction on disclosure; and/or

(d) is independently developed by the receiving party, which independent development can be shown by written evidence.

11.2 Each party shall hold the other's Confidential Information in confidence and not make the other's Confidential Information available to any third party, or use the other's Confidential Information for any purpose other than the implementation and performance of the Agreement.

11.3 Each party may disclose the other party’s Confidential Information (for the purposes set out in clause 11.2):

(a) to its employees, officers, Affiliates, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Agreement. Each party shall ensure that its employees, officers, Affiliates, representatives, subcontractors or advisers to whom it discloses the other party's Confidential Information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.4 Each party shall take reasonable steps to ensure that the other's Confidential Information to which it has access is not disclosed or distributed by its employees or agents in violation of the terms of the Agreement.

11.5 Neither party shall be responsible for any loss, destruction, alteration or disclosure of Confidential Information caused by any third party (save where that third party is an Affiliate, representative, subcontractor or adviser of the relevant party).

11.6 Save as provided in the Agreement, neither party shall make, or permit any person to make, any public announcement concerning the Agreement without the prior written consent of the other party

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(such consent not to be unreasonably withheld or delayed), except as required by law, any governmental or regulatory authority (including any relevant securities exchange), any court or other authority of competent jurisdiction.

12. DATA PROTECTION

12.1 Each party shall comply with its respective obligations under the Data Protection Legislation.

12.2 It is not anticipated that either party will have to process any Personal Data, controlled or provided by the other party, in relation to the delivery of the Services under the Agreement. In the event that it does become necessary for either party to process any Personal Data on the other party's behalf, the parties shall agree an appropriate data processing agreement or addendum to the Agreement before any such data is processed (such agreement may be contained within an Order Form if appropriate).

13. CORRUPT GIFTS AND PAYMENTS

13.1 For the purposes of the Agreement the term "**Prohibited Act**" means:

(a) committing an offence under any applicable law creating offences in respect of bribery or fraudulent acts;

(b) defrauding or attempting to defraud; or

(c) offering, giving or agreeing to give to any person employed by or otherwise associated with the other party any gift or consideration of any kind as an inducement or reward for:

(i) doing or not doing (or for having done or not having done) any act in relation to the creation or performance of the Agreement;

(ii) showing or not showing favour or disfavour to any person in relation to the Agreement; or

(iii) entering into the Agreement where commission has been paid or has been agreed to be paid by the other party or on its behalf, or to its knowledge, unless before the relevant agreement is entered into particulars of any such commission and of the terms and conditions of any such agreement for the payment of such commission have been disclosed in writing to the other party.

13.2 Each party shall ensure that any person associated with it in connection with the Agreement shall refrain from committing, facilitating, encouraging or allowing a Prohibited Act. Each party shall be responsible and directly liable for any such Prohibited Act carried out by any person associated with it in connection with the Agreement.

14. REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other that it has the authority and requisite corporate power to enter into the Agreement without obtaining the consent of any third party.

15. LIMITATION OF LIABILITY

15.1 This clause **Error! Reference source not found.** sets out the entire financial liability of each party (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the other under or in connection with the Agreement.

15.2 Nothing in the Agreement limits or excludes the liability of either party:

(a) for death or personal injury caused by its negligence;

(b) for fraud or fraudulent misrepresentation; or

(c) for any other liability which cannot be limited or excluded by applicable law.

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15.3 Subject to clause 15.2, Optum shall not be liable to the Customer whether in tort (including for negligence or breach of statutory duty), contract, misrepresentation, restitution or otherwise, for any:

(a) loss (whether direct or indirect) of revenue or profits;

(b) loss (whether direct or indirect) of business opportunity;

(c) loss (whether direct or indirect) of goodwill or injury to reputation;

(d) loss (whether direct or indirect) of anticipated savings;

(e) loss (whether direct or indirect) of, or corruption to, any data; or

(f) indirect, consequential or special loss or damage,

in each case arising out of or in connection with the Agreement.

15.4 Subject to clauses 15.2 and 15.3, each party's total aggregate liability to the other party in contract, tort (including negligence or breach of statutory duty), misrepresentation, equity, restitution or otherwise, arising out of or in connection with the Agreement in respect of all claims arising in any Contract Year will be limited to a sum equal to the total Fees paid by the Customer under the Agreement in that Contract Year (or in respect of any and all claims arising after the Agreement has terminated or expired, a sum equal to the Fees paid in the final Contract Year of the Agreement).

16. INSURANCE

The Customer hereby undertakes to take out and maintain adequate insurance cover with a reputable insurance company against any liability which the Customer may incur under the Agreement. The Customer shall, upon request, produce to Optum a copy of the relevant insurance certificate(s).

17. TERMINATION AND SUSPENSION OF CAMPAIGN PLANS

17.1 The Customer may terminate an individual Order Form without cause, by giving at least 3 months' written notice to Optum (specifying the Order Form to be terminated) subject always to the Customer paying the applicable Cancellation Fees (if any) to Optum.

17.2 At the Customer's written request, Optum shall terminate or suspend any Campaign(s) (or part thereof), under a relevant Campaign Plan, as soon as reasonably practicable. In the event that the Customer requests:

(a) a temporary suspension of the relevant Campaign(s), Optum shall be entitled to charge the Customer reasonable fees in respect of implementing and, if relevant, later lifting the suspension (in addition to any other fees agreed in the relevant Campaign Plan); or

(b) termination of the relevant Campaign(s) (whether immediately or following a suspension) such termination shall be subject always to the Customer paying any applicable Cancellation Fees under the relevant Campaign Plan. Any Campaign(s) that is/are suspended for a period of 60 days shall be deemed to have been terminated and, if the suspended Campaign(s) is/are the only Campaign(s) being provided under the relevant Campaign Plan, the relevant Campaign Plan shall also be deemed to have been terminated at the end of that period.

17.3 Optum may suspend an individual Campaign or all active Campaigns (in full or in part) or terminate any or all active Order Forms immediately by giving the Customer written notice if, in Optum's reasonable opinion, all or any of the following events occur:

(a) a clinical concern, incident or safety issue or regulatory issue is identified in relation to an Campaign;

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(b) a breach of clause 7.2 and/or 7.3;

(c) it is determined that a Campaign and/or Campaign Materials are, or could reasonably be considered to be, a Medical Device; and/or

(d) any Campaign (or part thereof) causing, or potentially causing, Optum reputational damage or harm.

17.4 In the event that any Campaign(s) (or part thereof) is suspended in accordance with clause 17.3, the Customer shall be entitled to propose a resolution to the issue or incident that has been identified and, subject to Optum being satisfied with such proposal (acting in its absolute discretion), Optum may lift the suspension of the relevant Campaign(s) (or part thereof) by giving the Customer written notice. If any change is required to the relevant Campaign, the parties will follow the change control process in clause 5. Any Campaign that is suspended for a period of over 60 days shall immediately terminate (in part or whole) unless otherwise agreed in writing by the parties.

17.5 On termination of any individual Order Form Optum shall:

(a) immediately cease performing all Services in relation to that Order Form only; and

(b) be entitled to invoice the Customer for any outstanding, properly incurred Fees and any Cancellation Fees (if any) in respect of that Order Form only, which shall be payable by the Customer in accordance with the provisions of clause 9.

17.6 On termination or expiry of any Campaign Plan, the Customer agrees that Optum shall be entitled, acting in its absolute discretion, to continue to make the relevant Campaign (amended as Optum deems fit but including any In-Put Materials) available to End User provided that:

(a) any reference to the Customer is removed from the relevant Campaign; and

(b) Optum shall be responsible for the relevant Campaign from the date it chooses to continue to make them available to End Users in accordance with this clause 17.6 (however, for the avoidance of doubt, this shall not release the Customer from its liability or obligations under the Agreement in relation to the relevant Campaign(s) prior to the termination or expiry of the relevant Campaign Plan).

17.7 Cancellation of any individual Order Form under this clause 17 shall not affect the continuation in force of the Agreement.

18. TERMINATION

18.1 Without prejudice to any other rights or remedies to which the parties may be entitled, either party may terminate the Agreement with immediate effect by giving written notice to the other without liability to the other if:

(a) the other party fails to pay any undisputed amount due under the Agreement on the due date for payment and it remains in default not less than ten (10) Business Days after being notified in writing to make such payment;

(b) the other party commits a material breach of any of the terms of the Agreement provided, if such a breach is remediable, the party in breach fails to remedy that breach within thirty (30) days of that party being notified in writing of the breach;

(c) to the extent permitted by law, the other party becomes insolvent, is the subject of a petition for creditor protection or a petition in bankruptcy or of any other proceedings under bankruptcy, insolvency or similar laws or makes an assignment for the benefit of creditors (or any event occurs, or proceeding is taken, with respect to the other party that has an effect equivalent or similar to any of the events mentioned in this clause); or

(d) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

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18.2 Optum may terminate the Agreement with immediate effect by giving written notice to the Customer, without liability to the Customer, if there is a change of control of the Customer (within the meaning of section 840 of the Income and Corporation Taxes Act 1988) in circumstances where the Customer comes under the (direct or indirect) control of an entity which is a competitor of Optum or the change is (in Optum's reasonable opinion) likely to have a material adverse impact on the Customer's financial standing or its ability to perform its obligations under the Agreement.

18.3 In the event that there are no active Order Forms in force, either party may terminate this Framework Agreement by giving the other party not less than 3 months' written notice.

18.4 On termination of the Agreement:

(a) unless agreed otherwise by the parties in writing, all Order Forms shall immediately terminate and Optum shall no longer be under any obligation to perform the Services;

(b) save as set out in the Agreement (and specifically clause 17.6), Optum shall cease any further use of the In-Put Materials;

(c) Optum shall be entitled to invoice the Customer for all outstanding properly incurred Fees, which shall be payable by the Customer in accordance with the provisions of clause 9;

(d) Optum shall be entitled to continue to make any Campaign(s) available to End Users in accordance with clause 17.6;

(e) each party shall return to the other party all documents and materials (and any copies) containing, reflecting, incorporating or based on the other party's Confidential Information;

(f) each party shall erase all the other party's Confidential Information from its computer systems (to the extent reasonably practicable), provided that a recipient party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of clause 11 shall continue to apply to any such documents and materials retained by a recipient party; and

(g) the accrued rights of the parties as at termination, or the continuation after termination of any provision expressly stated to survive or implicitly surviving termination shall not be affected or prejudiced.

18.5 Termination or expiry of the Agreement for any reason shall:

(a) not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination or expiry; and

(b) not affect any provision of the Agreement which is expressly or by implication intended to come into effect on, or to continue in effect after, such expiry or termination.

18.6 Without prejudice to the generality of clause 18.5(b), the provisions of clauses 10 to 15 (inclusive), clause 17.6, clause 18, clause 29 and clause 30 will survive expiry or termination of this Framework Agreement for any reason.

19. FORCE MAJEURE

A party shall have no liability to the other party under the Agreement if it is prevented from or delayed in performing its obligations under the Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, strikes, lock-outs or other industrial disputes (not involving the workforce of the affected party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, pandemic or epidemic, compliance with any law or governmental order, rule, regulation or direction, accident, fire, flood, storm or default of suppliers or sub-contractors. The affected party shall promptly notify the other party of any such event and its expected duration and the affected party shall use reasonable commercial efforts to mitigate the effect on its obligations. The unaffected

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party may terminate the Agreement if a force majeure event persists for a period of more than sixty (60) days.

20. NOTICES

20.1 Any notice required to be given under the Agreement shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or recorded delivery post to the other party at its address first set out in this Framework Agreement (and, in respect of notices to Optum, shall be marked for the attention of Legal Counsel), or such other address as may have been notified by that party for such purposes, or by email (to, in respect of Optum, *uk.contracts@optum.com* and for the Customer, to such email address as it may nominate).

20.2 A notice delivered by hand or email shall be deemed to have been received when delivered (or if delivery is not between 9.00am to 5.00pm on a Business Day, at 9:00am on the first Business Day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post.

21. SEVERANCE

21.1 If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Agreement.

21.2 If any provision or part-provision of the Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

22. WAIVER

No failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy unless expressly agreed in writing. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

23. ENTIRE AGREEMENT

23.1 The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into the Agreement it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement. Nothing in this clause 23 shall limit or exclude any liability for fraud.

24. VARIATION

No variation of the Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

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25. NO PARTNERSHIP OR AGENCY

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

26. ASSIGNMENT

26.1 Subject to clause 26.2, neither party shall assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Agreement without the prior written consent of the other party (not to be unreasonably withheld or delayed).

26.2 Optum shall be entitled to assign any or all of its rights and obligations under the Agreement to any of its Affiliates and/or sub-contract any of its obligations under the Agreement without the Customer's consent.

27. FURTHER ASSURANCE

Each party shall use reasonable endeavours to execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to the Agreement.

28. COUNTERPARTS

This Framework Agreement and any other part of the Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement. No counterpart shall be effective until each party has executed at least one counterpart.

29. THIRD-PARTY RIGHTS

29.1 A person who is not a party to the Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

29.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under the Agreement are not subject to the consent of any other person.

30. GOVERNING LAW & JURISDICTION

30.1 The 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) shall be governed by and construed in accordance with the law of England and Wales.

30.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Agreement or its subject matter or formation (including non-contractual disputes or claims).

This Framework Agreement has been entered into on the date stated at the beginning of it.

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IN WITNESS WHEREOF **this Framework Agreement, is executed as follows:**

SIGNED for and on behalf of Egton Medical Information Systems Limited

Signature:	
Print Full Name:	
Job Title:	
Date:	

SIGNED for and on behalf of [ ]

Signature:	
Print Full Name:	
Job Title:	
Date:	

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Schedule 1 Campaign Plan - Form

This Campaign Plan effective on the date set out below is entered into pursuant to the terms of the Inform Framework Agreement of [insert date] between Egton Medical Information Systems Limited (trading as Optum) and [ ] (the "**Framework Agreement**").

Unless expressly provided otherwise in this Campaign Plan, terms defined in the Framework Agreement shall have the same meaning when used in this Campaign Plan. In the event of any ambiguity or conflict between the terms of this Campaign Plan (or any documents incorporated herein) and the Framework Agreement, the order of precedence set out in clause 4.3 of the Framework Agreement shall apply.

Campaign Name:	[INSERT NAME OF CAMPAIGN(S)]
Optum System(s) for the Campaign(s):	[EMIS Web] / [ProScript Connect] / [Patient Access] / [Patient.info] / [Optum Learn] [**NOTE**: IF MULTIPLE CAMPAIGNS, CONFIRM WHICH CAMPAIGN FOR WHICH SYSTEM] [**Territory**: [**NOTE**: INCLUDE IF TERRITORY / USERS ARE RESTRICTED]]
Campaign Plan Effective Date	
Campaign Plan Term	
Campaign(s)	[Alert Campaign] [Patient Information Campaign] [Display Media Campaign] [EMIS-X Information Leaflets Campaign] [Optum Learn Campaign] [Template Campaign] [Marketing Campaign] [Pathway Campaign]
Content Services	[**NOTE**: INSERT DETAILS OF THE MATERIALS TO BE PRODUCED BY OPTUM OR ITS SUBCONTRACTOR I.E. ARTICLES, OPTUM LEARN MATERIALS, PROTOCOLS ETC.]
Campaign Materials, End User actions and other functionality	[**NOTE**: INSERT DETAILS FO THE CONTENT THAT WILL BE SURFACED TO END USERS AS PART OF THE CAMPAIGN AND ANY ACTIONS THAT END USERS CAN TAKE WITHIN THOSE MATERIALS / OTHER FUNCTIONALITY – EXAMPLE FO AN ALERT CAMPAIGN SET OUT BELOW – CONTENT COULD BE AS SIMPLE AS A REFERNCE TO THE CONTENT BEING PRODUCED THROUGH THE CONTENT SERVICES] **[Alert Campaign:** **Alert Text:** [INSERT AGREED ALERT TEXT]

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	Alert Positioning (within the relevant Optum System): [INSERT DETAILS OF HOW THE ALERT WILL APPEAR IN THE RELEVANT SYSTEM I.E. POP UP, INFO BAR, INTRUSIVE / LOW LEVEL ETC.] [**EMIS Web Alert Status:** [Active / Inactive]] **End User Actions:** [INSERT ANY ACTIONS I.E. WHAT THE USER WILL BE ABLE TO DO WITH THE CAMPAIGN MATERIAL, 'CONFIRM' 'CONFIRM & PRINT' 'CLOSE' ETC.] **Other Details:** [INSERT ANY DETAILS REGARDING THE SIZE / COLOUR / FORMAT / FUNCTIONALITY (I.E. QR CODES, URLS ETC.) OF THE CAMPAIGN MATERIALS. ALSO ADD DETAILS OF ANY PROPOSED COMMUNICATIONS TO END USERS I.E. IN OPTUM HELP CENTRE]] **[Pathway Campaign:** **Pathway Module Beneficiaries:** [INSERT LIST INCLUDING ANY CARE PROVIDERS] [All Pathway End Users] [LINKED MARKETING CAMPAIGN]; [ENSURE THAT DETAIL IS PROVIDED AROUND ANY ACTIONS GPS CAN TAKE THROUGH THE PATHWAY MODULE I.E. SHARE DATA WITH CARE PROVIDERS ETC.]]
Campaign Material triggers / placement / inclusion and exclusion criteria etc.	[**NOTE**: PROVIDE DESCRIPTION OF WHEN AND HOW THE CAMPAIGN MATERIALS SHOULD APPEAR/THE CAMPAIGN PURPOSE/CAMPAIGN CRITERIA I.E. WHEN PRESCRIBING / DISPENSING DRUG X/OTHER FREQUENCY RULES]
Usage Statistics	[**NOTE**: INSERT DETAILS OF ANY USAGE STATISTIC DATA TO BE PROVIDED BY Optum TO THE CUSTOMER REGARDING THE CAMPAIGN(S)]
Timetable	[**NOTE**: INSERT AGREED DATES FOR CAMPAIGN TO GO LIVE / BE WITHDRAWN ETC.]
Fees: **[Cancellation Fees:]**	£[ ] [**NOTE**: ADD CANCELLATION FEES IF RELEVANT]
Additional Services / Terms	[**NOTE**: INSERT ANY ADDITIONAL SERVICES / TERMS, RESPONSIBILITIES ETC. RELEVANT TO THE CAMPAIGN]

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Signed on behalf of Optum: ……..

Date:……..

Signed on behalf of the Customer:……

Date:……..

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Schedule 2 Campaign Design Services Form

This Campaign Design Services Form effective on the date set out below is entered into pursuant to the terms of the Inform Framework Agreement of [insert date] between Egton Medical Information Systems Limited (trading as Optum) and [ ] (the "**Framework Agreement**").

Unless expressly provided otherwise in this Campaign Design Services Form, terms defined in the Framework Agreement shall have the same meaning when used in this Campaign Design Services Form. In the event of any ambiguity or conflict between the terms of this Campaign Design Services Form (or any documents incorporated herein) and the Framework Agreement, the order of precedence set out in clause 4.3 of the Framework Agreement shall apply.

Customer Campaign Objective	*[ ]*
HCP/Patient Benefit / Need	*[ ]*
Campaign Design Service Form Effective Date	*[ ]*
Deliverables	*[INSERT FULL DETAILS OF DELIVERABLES, THE BELOW ARE HIGH LEVEL FOR GUIDANCE PURPOSES ONLY]* *General:* • *Delivery manager assigned for duration of project.* *Phase 1: Requirements Workshop* • *[ ] hour workshop (at a time and date to be agreed by the parties, acting reasonably) with technical and clinical team to understand the challenge, use case and clinical need. Optum will use its reasonable endeavours to provide a report summarising the outputs of this workshop within a reasonable time period.* *Phase 2: Campaign Plan Design* • *Assist the Customer in designing its Campaign Plan within the technical capabilities identified through Phase 1 (See Schedule 1 of the Framework Agreement for structure)*
Customer Obligations	*[ ]*
Timetable	[INSERT DATES FOR DELIVERABLES]
Fees	Deliverable Phase 1: £[ ] payable upon the Campaign Design Service Form Effective Date. Phase 1 shall be limited to a maximum of [ ] days / hours consultancy time. Deliverable Phase 2: £[ ] payable upon commencement of Phase 2. Phase 2 shall be limited to a maximum of [ ] days / hours consultancy time.

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	The delivery manager's time is incorporated into the above consultancy time. Additional days consultancy can be purchased during either Phase at a rate of £[ ] per day. Cancellation Fees: [ ] All fees non-refundable.
Additional Terms	*[ ]*

Signed on behalf of Optum: ……..

Date:……..

Signed on behalf of the Customer:……

Date:……..

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