THIS LICENCE AGREEMENT shall take effect on the date it is executed by or on behalf of the parties **("Effective Date")** and is made by and between **FIRST DATABANK UK LTD,** a company incorporated in England and Wales under company registration number 01880682, whose registered office is at Stratus House, Emperor Way, Exeter, EX1 3QS ("**FDB**") and **TBC** whose registered office is at **TBC** ("**Licensee"**)

WHEREAS:

1. FDB owns or is a licensee, and licenses or sub-licenses various copyrighted databases ("**Databases**") of medical, pharmaceutical, and commercial information, and periodic updates thereto, accessible via web-based hosting services ("**Hosting Services**") provided by FDB or its third party vendors (the Databases together with the Hosting Service are collectively referred to as "**Licensed Solutions**" and are enumerated at Schedule One hereto).

2. Licensee desires to obtain, for itself and for use by its End Users, the use of parts or all of one or more Licensed Solutions within the Licensee's own electronic information system or other computer system, including a Vendor System as defined below (collectively the "**System**") as described in Schedule One hereof.

3. Subject to the terms and conditions of this Agreement, FDB is willing to grant to Licensee a non-exclusive and non-transferable licence to use the Licensed Solutions described in Schedule One hereof.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement the following terms shall have the following meanings:

"Affiliate"	shall mean, with respect to either party, any other corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust or other business entity directly or indirectly Controlling or Controlled by or under direct or indirect common Control of that party;
"Administration"	shall mean the selection of options and Content from the Licensed Solutions which will be displayed to End Users via the Vendor System
"Annual Licence Fee"	shall mean the annual fee in respect of the licence granted to Licensee hereunder, as detailed in Schedule One;
"API"	shall mean the proprietary application programming interface for third party integration with healthcare IT systems provided by Vendor, including any enhancements, new versions or releases of such software;
"Business Day"	shall mean a day, other than a Saturday, Sunday or public holiday in England when banks in London are open for business;
"Calendar Day"	shall mean all days of the week, including weekends and public holidays, without exclusion. Any reference to a specified number of Calendar Days shall be construed as consecutive days from the initial day of reference, unless otherwise stated in this Agreement;
"Commencement Date"	shall mean the date set out in Schedule One;

"Confidential Information"	shall mean any and all information or data disclosed or made available on or after the Effective Date of this Agreement, regardless of format. Either directly or indirectly, including but not limited to (a) technical, commercial, financial information or otherwise (including without limitation data, know-how, formulae, processes, designs, photographs, audio or videotape, CD ROMs, drawings, specifications, samples, finances, programmes, materials, records, business plans, consumer research, analysis or experience) of a confidential nature and whether disclosed directly or indirectly, orally, pictorially, in writing, by demonstration, by viewing, in machine readable form or other means including without limitation on electromagnetic or CD media or via telephone lines or radio or microwave and whether stored electronically or otherwise which relates to a party's business, product offerings, planned offerings, developments, services, trade secrets, know how, personnel, supplies, customers or patients already disclosed by or on behalf of a party to this Agreement to the other party (whether or not designated as confidential); (b) notes, reports, analysis and reviews of and any other information derived from information referred to in paragraph (a) above; and (c) information designated as confidential, commercially sensitive or politically sensitive or which ought reasonably to be considered as such, including, without limitation, the terms of this Agreement;
"Content"	shall mean all data, Databases, data compilations, information, material, text, photos and graphics contained in the Licensed Solutions;
"Control", "Controlling" or "Controlled"	shall mean the power to direct the management and policies of any corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust or other business entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise;
"Cybersecurity Requirements"	shall mean any laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, and sanctions, which are applicable to either (i) Licensee, (ii) relevant Affiliate, or (iii) End User, in each case relating to security of network and information systems and security breach and incident reporting requirements;
"Declaration of Use"	shall mean those business purposes set out in Schedule One;
"Dispute Resolution Procedure"	shall mean the procedures laid down in Clause 21 for the resolution of disputes;
"End User"	shall mean any employee, consultant or agent of the Licensee or any general practitioner within Licensee's clinical commissioning group using the System at an End User Site;
"End User Site"	shall mean any single geographical location, site or premises at which End Users have access to the System incorporating the Licensed Solutions;
"**Excusing Cause**"	shall mean any act or omission of Licensee, including without limitation any breach of any of Licensee's express obligations under this Agreement, and / or any Licensee party, which affects FDB's

	performance of the Services (unless, and to the extent, caused or contributed to by FDB or any subcontractor of FDB);
"Fee(s)"	shall mean, together, the Patient Fee together with any other fees;
"Go-Live-Date"	shall mean the date at which the System is activated for live at End User sites;
"Intellectual Property Rights" or "IPR"	shall mean rights, title and interest in: (i) patents; (ii) inventions (whether patentable or not); (iii) trademarks, and trade and business names (including service marks); (iv) design rights; (v) utility models; (vi) copyright (including copyright in programs); (vii) database rights; (viii) know-how (including trade secrets and confidential business information which has been recorded on any media); and in each case whether registered or unregistered, and including (i) any pending applications or rights to apply for registrations of any of these rights, and (ii) any similar or analogous rights to any of these rights, whether arising or granted under the laws of England and Wales or of any other jurisdiction;
"Medicines Management Team"	shall mean the team of clinicians responsible for the clinical and cost effective use of medicines by the general practitioners within the Licensee's clinical commissioning group.
"Patient"	shall mean any person who has registered to receive care by any of Licensee's End Users;
"Patient Fee"	shall mean the per patient fees payable by Licensee as described in Schedule One;
"Patient Declaration"	shall have the meaning set out in Schedule One;
"Personal Data"	shall have the meaning given in the Data Protection Act 2018;
"Pilot"	shall mean the test trial of the Licensed Solutions by Licensee in a live clinical setting, following any applicable Set Up Period;
"Pilot Period"	shall mean that period during which the Pilot is conducted as specified in Schedule One;
"Representatives"	shall mean, with respect to either Party, such Party's directors, officers, consultants, agents and employees and with respect to any Affiliate of either Party, such Affiliate's directors, officers, consultants, agents and employees;
"Set Up Period"	shall have the meaning set forth in Schedule One;
"Services"	shall mean the support services and such other professional services as may be provided by FDB to Licensee under this Agreement, as set out in Schedule Two to this Agreement;
"System"	shall have the meaning given in Recital 2 and Schedule One;
"Term"	shall have the meaning given in Schedule One;
"Territory"	shall mean the territory set out in Schedule One;
"Vendor"	shall mean any third party system vendor that FDB has authorised to allow access to the Licensed Solutions via the vendor's system, and with whom Licensee has contracted to obtain access to FDB's Licensed Solutions;

"Vendor System"	shall mean the medical information system that a Vendor has authorised Licensee to utilise. Licensee's System includes any Vendor System.

1.2 Any reference to a Recital, Clause or Schedule is to the relevant Recital, Clause or Schedule of or to this Agreement and any reference to a sub-clause or paragraph is to the relevant sub-clause or paragraph of the Clause or Schedule in which it appears.

1.3 The index and clause headings are included for convenience only and shall not affect the interpretation of this Agreement.

1.4 Use of the singular includes the plural and vice versa.

1.5 Use of any gender includes the other gender.

1.6 Any reference to "persons" includes natural persons, firms, partnerships, companies, corporations, associations, organisations, governments, states, foundations and trusts (in each case whether or not having separate legal personality).

1.7 Any reference to a statute, statutory provision or subordinate legislation ("**Legislation**") shall (except where the context otherwise requires) be construed as referring to such legislation as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation.

1.8 Any reference to a document being "in the agreed form" means a document in a form agreed by the parties and initialed by, or on behalf of, each of them for the purpose of identification as such.

1.9 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to what most nearly approximates in that jurisdiction to the English legal term.

1.10 Any phrase introduced by the terms "including", "include", "in particular" or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.11 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement and any reference to this Agreement includes the Schedules.

2. GRANT

2.1 FDB HEREBY GRANTS to Licensee and Licensee hereby accepts a non-exclusive and non-transferable licence to use the Licensed Solutions in the Territory and during the Term of this Agreement solely for the purpose of exercising its rights and performing its obligations under this Agreement, in accordance with the Declaration of Use. All rights not expressly granted hereunder are reserved to FDB. Licensee shall allow End Users to use the Licensed Solutions, subject to the terms and conditions of this Agreement and only in accordance with the Declaration of Use; provided, that Licensee shall be (i) responsible for ensuring that End Users are informed of, and abide by, the terms and conditions applicable to Licensee pursuant to this Agreement, and (ii) liable to FDB for any breach of this Agreement by any End User.

2.2 For those Licensed Solutions that are web-based, the licence herein granted includes the right to access, and allow End Users to access, the Licensed Solutions via the Hosting Service and Vendor's System and to:

2.2.1 view the Content on screen; and

2.2.2 download, reproduce and store selected parts of the Content for use by End Users provided that any storage of Content by an End User must be on one computer used by such End User.

2.3 Except as permitted by this Clause 2 Licensee and its End Users may not copy, download, modify, decompile, reverse engineer, distribute, store, adapt, publish, transmit, transfer or sub-license or otherwise use any of the Content.

3. TERM

This Agreement shall commence upon the Commencement Date and shall subject as hereinafter provided continue for the period set out in Schedule One to this Agreement.

4. FEES AND CHARGES

4.1 In consideration of the grant of the licence as described in Clause 2.1 Licensee shall pay all Fees and other charges to FDB in accordance with the provisions and arrangements described in this Clause 4 and Schedule One to this Agreement.

4.2 FDB shall invoice Licensee for the Fees and other charges in accordance with Schedule One.

4.3 The Fees will increase annually by (i) Retail Price Index ("RPI") for [TBC] reported in [TBC] as published by the Office for National Statistics Office; or (ii) 3%, whichever is higher. If RPI is less than zero there will be no increase (or decrease) in the Fees.

4.4 Licensee shall make payment on valid and validly presented invoices for the Fees and other charges within twenty-one (21) Calendar Days following the date on which it receives the invoice. In the event of any dispute regarding invoice accuracy or validity, FDB's records pertaining to the invoice in question shall be considered as the primary reference to the resolution.

4.5 All payments shall be made in pounds sterling through acceptable payment methods approved by FDB. Failure to adhere to acceptable methods may result in FDB's refusal of payment. In such cases, Licensee shall be deemed to have defaulted on its payment obligations under this Agreement.

4.6 Licensee acknowledges and agrees that adjustments to the Fees and any other charges may be necessary. FDB reserves the right to propose adjustments to the Fees and any other charges at any time by giving the Licensee not less than fifteen (15) Business Days' written notice. Any proposed adjustments shall be subject to mutual agreement between FDB and the Licensee.

4.7 Without prejudice to FDB's other rights under this Agreement, if Licensee fails to pay any amount payable by it under this Agreement, FDB shall be entitled but not obliged to charge Licensee interest on the overdue amount, payable by Licensee forthwith on demand, from the due date up to the date of actual payment, after as well as before judgment, at the rate of 4 per cent per annum above the base rate for the time being of Lloyds TSB Bank Plc. Such interest shall accrue on a daily basis and be compounded quarterly. Notwithstanding the above, FDB reserves the right to claim interest at the then prevailing rate specified in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. Licensee shall also be entitled to compensatory payment on the overdue amount and responsible for a fixed sum and reasonable costs incurred by FDB in recovering the overdue amount in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.

4.8 If Licensee (acting in good faith) disputes all or any part of the Fees and other charges invoiced by FDB or any other amount that FDB claims is payable to it:

4.8.1 the undisputed amount of the Fees and other charges invoiced or any other amount shall be paid by Licensee in the normal manner;

4.8.2 Licensee shall be entitled to retain the disputed amount of the invoiced Fees and other charges or other amount, as the case may be;

4.8.3 the parties shall use all reasonable endeavours to resolve the dispute in question within ten (10) Business Days of the dispute arising, and if they fail to resolve it, either party may refer the matter to the Dispute Resolution Procedure and FDB reserves the right to suspend provision of any services to the Licensee until the dispute is resolved; and

4.8.4 following resolution of the dispute, any amount agreed or determined to have been payable shall be paid forthwith, together with interest on such amount calculated in accordance with Clause 4.7.

4.8.5 In the event that Licensee is found to have disputed fees and charges in bad faith, Licensee shall be liable for all costs and damages including but not limited to legal expenses and costs incurred by FDB as a result of such bad faith dispute.

4.9 All amounts stated to be payable by either party under this Agreement shall be exclusive of any VAT properly chargeable on any amount. Licensee shall pay any governmental charges, duties and/or any VAT properly chargeable under this Agreement and shall reimburse FDB for any such governmental charges, duties and/or any VAT properly chargeable paid by FDB in five (5) Business Days provided that it shall first have received from FDB a valid invoice in respect of that supply. Under no circumstances shall the Licensee make any deduction for on account of tax from any payment due under this Agreement.

4.10 FDB should send all payment enquiries to:

Name:

Email Address:

5. OBLIGATIONS OF LICENSEE

5.1 Licensee shall:

5.1.1 comply with all legal requirements including but not limited to all applicable laws, regulations and Cybersecurity Requirements as well as all specifications and instructions provided by FDB from time to time in force relating to the licensing of the Licensed Solutions, including if applicable the provisions of Schedule Four hereof relating to the API, and not engage in any business practice which is illegal under the laws of the Territory;

5.1.2 immediately bring to the attention of FDB any improper or wrongful use of the trademarks of FDB, trade names or other Intellectual Property Rights which come to the notice of Licensee;

5.1.3 ensure that its network and systems comply with the relevant specifications provided by FDB from time to time;

5.1.4 promptly submit Patient Declarations to FDB in accordance with Schedule One hereof;

5.1.5 ensure that any End User uses the Licensed Solution in accordance with the terms and conditions of this Agreement and shall be responsible for any End User's breach of this Agreement;

5.1.6 in all correspondence, communication and other dealings relating directly or indirectly to the Licensed Solutions clearly indicate that it is acting as Licensee and not as an author or developer of the Licensed Solutions or as an agent of FDB;

5.1.7 ensure that all Licensed Solutions supplied to End Users are in compliance with all specifications and all instructions given by FDB from time to time and notified to Licensee in writing and are otherwise in accordance with the provisions of this Agreement;

5.1.8 provide with FDB all necessary co-operation during the Term of this Agreement;

5.1.9 upon reasonable notice from FDB give FDB or its authorised representative free access to its software, systems and data at any reasonable time during working hours to the premises of Licensee for the purpose of ensuring Licensee is observing these obligations;

5.1.10 ensure access to and cooperation from its, or the relevant Affiliate's personnel and those of its Representatives for FDB or its authorised Representatives; and

5.1.11 accept responsibility, through its Medicines Management Team, for Administration of the Licensed Solutions. Licensee shall indemnify FDB in accordance with Clause 13 in respect of the Medicines Management Team's Administration of the Licensed Solutions within the Vendor System.

5.2 Licensee shall not, and shall ensure that End User shall not, save where permitted by this Agreement:

5.2.1 sub-license the Licensed Solutions or allow the Licensed Solutions to be used by anyone except as set out in this Agreement;

5.2.2 extract or re-utilise the contents of the Licensed Solutions (or any part thereof) for any commercial purpose including but not limited to trading, building commercial databases, reselling or redistributing data from the Licensed Solutions;

5.2.3 copy, download, distribute, store, adapt, publish, transmit, transfer, reverse engineer, sub-license, de-compile, disassemble or otherwise use the Licensed Solutions, except to the extent that FDB cannot prohibit such acts by law, and shall use its best endeavours to ensure that there is no unauthorised copying, reverse engineering or decompiling (save to the extent permitted under applicable law) or amendment of the Licensed Solutions by itself or its End-Users;

5.2.4 incur any liability on behalf of FDB or in any way pledge or purport to pledge the credit of FDB or purport to make any contract binding upon FDB; and

5.2.5 download the data from the Licensed Solutions for manipulation or storage or reformat, make any additions or modifications, adjustments or alterations to such data.

5.3 Copies of the Licensed Solutions supplied to End Users shall not without the consent and approval of FDB be modified or varied in any way from the initial copy or copies supplied by FDB.

5.4 Licensee shall carry out all responsibilities set out in this Agreement in a timely and efficient manner. In the event of any delays in the Licensee's provision of such assistance as agreed by the Parties, FDB may adjust any agreed timetable or delivery schedule as reasonably necessary. FDB shall not be liable for any further delays or consequences arising from such delays caused by the Licensee's failure to carry out such responsibilities set out in this Clause 5.4.

5.5 Licensee shall obtain and maintain all necessary licences, consents and permissions necessary for FDB, its Representatives and subcontractors to perform their obligations under this Agreement.

5.6 Licensee shall notify FDB in writing within five (5) Business Days of its becoming aware of any breach by an End User.

5.7 The following short-form disclaimer will be shown to End Users when a message is returned via the Vendor System:

The Medicines Optimisation module is intended for the use of healthcare professionals and is provided on the basis that the healthcare professionals will retain FULL and SOLE responsibility for deciding what treatment to prescribe or dispense for any particular patient or circumstance.

5.8 Licensee agrees to communicate the following full disclaimer to the Medicines Management Team during Administration. The Medicines Management Team must “click to accept”.

5.9 The above short-form disclaimer will link to the following full disclaimer:

Disclaimer:

IMPORTANT NOTICE:

First Databank UK Ltd (FDB) is proud of the extensive editorial and quality control procedures which it has developed over many years. However, since every patient’s history is different, and even the most exhaustive sources of information cannot cover every possible eventuality, you should be aware that all information is provided from the FDB Solutions on the basis that the healthcare professionals responsible for patient care will retain **FULL** and **SOLE** responsibility for deciding what treatment to prescribe or dispense for all patients and, in particular whether the use of any drug or other products is safe, appropriate or effective for any particular patient or in any particular circumstances. This is because (and all healthcare professionals should bear in mind):

1. The FDB Solutions are intended to supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals and should not be taken as an indication of suitability of a particular treatment for a particular individual.
2. The FDB Solutions and those who are responsible for their construction, operation and maintenance do not know the particular circumstances, condition or medical history of particular patients or groups of patients and so cannot advise as to particular cases.
3. While the FDB Solutions use reputable sources of information, such as published data of pharmaceutical manufacturers, it does not validate or verify the information received from third parties.
4. The information stored on the FDB Solutions is not exhaustive. It therefore cannot be relied upon as complete.
5. Although the information stored on the FDB Solutions is updated on a regular basis, healthcare professionals should ensure that they are satisfied that the information they have is current.

5.10 The foregoing disclaimer may be updated by FDB during the Term of this Agreement without requiring Licensee’s approval.

5.11 Licensee agrees at all times to display such additional disclaimers as may be provided by Vendor in connection with Vendor’s System, and not to alter, delete or restrict access thereto. Licensee acknowledges and agrees that FDB is an intended third-party beneficiary of such Vendor disclaimers.

5.12 Except as expressly permitted herein, Licensee shall not and shall not permit any third party to directly or indirectly ingest, consume, translate, reason or learn over, create, train, test, improve, or otherwise use in any manner the Licensed Solutions or any content, data, output, or other information received or derived from the Licensed Solutions in connection with any machine learning algorithms or artificial intelligence systems, including any architectures or models. Upon any expiration or termination of this Agreement, Licensee shall certify in writing that it has complied with this paragraph.

5.13 In the event of a breach of any obligations contained in this Agreement by Licensee or by an End User, Licensee shall forthwith suspend access to the Licensed Solutions as incorporated into the System to the person or persons responsible until such breach has been remedied.

6. LICENSEE'S SYSTEM

6.1 During the Term of this Agreement, Licensee will not incorporate any content into its System which would have the same or similar functionality to the Content in the Licensed Solutions.

6.2 Licensee shall ensure that sources of data are clearly acknowledged as specified below:

6.2.1 Licensee shall make reference to the Licensed Solutions within its documentation, brochures and promotional material and wherever appropriate, such logos as FDB may supply must be used. A copy of the approved logos will be supplied to Licensee upon receipt of the signed Agreement; and

6.2.2 Licensee agrees at all times to display those proprietary notices in respect of FDB's Intellectual Property Rights provided by Vendor in connection with Vendor's System, and not to alter, delete or restrict access thereto. Licensee acknowledges and agrees that FDB is an intended third-party beneficiary of such Vendor notices.

6.3 FDB has the right, but not the obligation, to monitor use of Licensee's system by Licensee and End Users in order to verify compliance with this Agreement and/or to satisfy any law, regulation or authorised government request.

7. OBLIGATIONS OF FDB

7.1 FDB shall:

7.1.1 provide the Licensed Solutions as provided for in this Agreement and allow Licensee to use the same subject to the provisions hereof;

7.1.2 provide support services in accordance with the details set out in Schedule Two to this Agreement; and

7.1.3 use its reasonable endeavours (subject to the limitations on its liabilities as provided hereinafter) to assist Licensee to resolve difficulties experienced in the use of the Licensed Solutions provided such difficulties do not arise directly as a result of software developed by Licensee for the incorporation of the Licensed Solutions into Licensee's System provided that Licensee shall disclose to FDB all details concerning such difficulties which FDB requests.

7.2 For the avoidance of doubt, FDB shall not be responsible for Licensee's:

7.2.1 hardware, operating systems, backups or system administration;

7.2.2 integration support or maintenance of operating systems, third party software or data-feeds; or

7.2.3 access to the internet for purpose of connecting to the Hosting Service.

7.3 If an Excusing Cause causes a material adverse interference with, or causes a material failure of, the performance of the Services and provided that the Excusing Cause and the likely effects of it are notified to Licensee by FDB in writing within seven (7) Business Days of the date on which FDB became aware of the occurrence of the Excusing Cause, then to the extent such failure or interference arises as a result of such Excusing Cause, such failure by FDB to perform, and any poor performance of any affected Service shall not constitute a breach of the provisions of this Agreement by FDB; so that FDB shall be entitled to payment under this Agreement as if the Excusing Cause had not occurred and to payment of any unavoidable additional direct costs and expenses to the extent not recovered from the Fees. In such a situation, FDB may also demand all damages and losses incurred, provided that the Excusing Cause and its likely effects are notified to the Licensee by FDB within the specified timeframe in this Clause 7.3, and to the extent that the failure or interference arises as a result of the Excusing Cause.

7.4 FDB shall use reasonable efforts to ensure that the System is fully configured and activated for live operation at the End User sites by the agreed-upon Go-Live-Date. In the event that the Go-Live-Date is delayed due to actions or inactions of either party, the parties shall work

together in good faith to determine a revised Go-Live-Date. Any delay in the Go-Live-Date caused by the Licensee shall not relieve the Licensee of its payment obligations under this Agreement, unless such delay is attributable to FDB's actions or negligence.

7.5 FDB reserves the right:

7.5.1 to vary the technical specification of the Licensed Solutions at any time without any written notice;

7.5.2 temporarily suspend access to the Licensed Solutions for the purposes of maintenance or upgrade (but FDB will use its reasonable endeavours to minimise the period of suspension consistent with the provisions of Schedule Two hereunder)

7.5.3 to demand that the Licensee indemnify FDB and hold it harmless from any claims, demands, or actions arising directly or indirectly from the Excusing Cause described in Clause 7.3; and

7.5.4 to cease publication of the Licensed Solutions on reasonable notice, in which event it shall reimburse to Licensee that proportion of the Charges actually paid to FDB representing the unexpired period of the Term; FDB shall not otherwise be liable to Licensee in respect of ceasing publication of the Licensed Solutions.

8. NON-CIRCUMVENTION AND NON-SOLICITATION

8.1 Licensee agrees to act in good faith to so as not to circumvent FDB in any transactions, negotiations, or dealings initiated or facilitated by FDB under this Agreement. This includes but is not limited to, any attempt to directly or indirectly contact, communicate, or engage with any person, firm, or entity introduced by FDB for the purpose of transactions or dealings related to the subject matter of this Agreement, without the express written consent of FDB. Any violation of this non-circumvention clause shall constitute a material breach of this Agreement as defined in Clause 16.1.1.

8.2 Each party covenants that it will not for the duration of the Agreement on behalf of itself or any other person, directly or indirectly, entice or solicit away or endeavour to entice or solicit away any employee of the other party without the other's prior written consent. This Clause shall not apply to responses from any employee to any general employment advertisement.

8.3 If either party commits any breach of Clause 8.2 resulting in an employee leaving the employment of the other party, the infringing party shall on demand pay to the other party, by way of liquidated damages, a sum equal to one year of the basic salary which the employee had been earning at the employer he/she has left (such sum to be calculated as at the date the employee left the employment).

9. COPYRIGHT AND INTELLECTUAL PROPERTY RIGHTS

9.1 Licensee acknowledges that the Intellectual Property Rights in the Licensed Solutions are and shall continue to be the property of FDB or its licensors and Licensee shall not, except as provided in this Agreement, be entitled to pass on any title, right or interest in the same to any third party.

9.2 Licensee shall take all reasonable steps to assist FDB in protecting the Intellectual Property Rights in the Licensed Solutions. Licensee shall as soon as it becomes aware of it, give to FDB in writing full particulars of any unauthorised use or infringement by any person, firm or company of the Intellectual Property Rights in the Licensed Solutions.

9.3 Licensee shall not remove from the Licensed Solutions when incorporated into Licensee's System any trademark, trade name, copyright notice or other notice.

9.4 Licensee shall not during or after the expiry or termination of this Agreement without the prior written consent of FDB use or adopt any name, trade name, trading style or commercial

designation that includes or is similar to or may be mistaken for the whole or any part of any trademark, trade name, trading style or commercial designation used by FDB.

9.5 As between the parties to this Agreement, FDB may take whatever legal action it deems advisable to prevent any infringement of the Intellectual Property Rights in the Licensed Solutions. If FDB decides to commence proceedings in respect of infringement or alleged infringement of the Intellectual Property Rights in the Licensed Solutions, Licensee shall at the request and cost of FDB give full co-operation to FDB in any such proceedings. FDB shall bear the cost of any such proceedings and shall be entitled to retain all damages received.

10. CONFIDENTIALITY

10.1 Each Party hereto acknowledges that for the purpose of this Agreement, it may become privy to Confidential Information which the other Party considers confidential and proprietary (and thereby become a “Recipient” with respect to such Confidential Information, with the party providing the information referred to herein as the “Disclosing Party”).

10.2 Each Party shall take all reasonable steps to ensure that any documents or other materials and data or other information which are supplied to the other Party as Confidential Information remain confidential to the Parties.

10.3 Each party undertakes at all times to hold in confidence, to use only for the purposes hereof and not otherwise copy, print, publicise or otherwise disclose to any third party, Confidential Information of the other party. Confidential Information shall not include any document, material, idea, data or other information which:

10.3.1 was lawfully in the possession of the Recipient before the Effective Date of this Agreement as evidenced by written records; or

10.3.2 is or becomes publicly known through no wrongful act of the Recipient and/or its Representatives in breach of this Agreement; or

10.3.3 lawfully in the possession of the Recipient at the time of recipient or which is lawfully obtained by the Recipient from a third party who in making such disclosures breaches no obligation of confidence to the other party; or

10.3.4 is independently developed by the Recipient where such Party can show it has no access to that the information as Confidential Information of the Disclosing Party received under this Agreement.

10.4 A Party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction, provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this Clause 10.4.

10.5 Each party shall ensure that its Representatives and sub-contractors shall be given access to any Confidential Information received from the other party only on a “need to know” basis for the purposes of this Agreement provided that parties inform their Representatives and subcontractors of the confidential nature and confidentiality obligations of Confidential Information before disclosure.

10.6 At the request of the Disclosing Party, or upon termination of this Agreement for whatever reason, the Recipient shall be entitled to destroy or return to the Disclosing Party all copies of any such documents or other materials and data or other information and all backup copies from computer systems within fourteen (14) Business Days by giving the Disclosing Party written notice.

10.7 In the event of disclosure of Confidential Information to a third party the Recipient shall use its best endeavours to assist the Disclosing Party in recovering and preventing such a third party from using, disseminating, selling or otherwise disposing of such Confidential Information.

10.8 In event of breach of confidentiality obligations outlined in this Clause 10, Disclosing Party shall be entitled to apply all remedies for its damages resulting from such breach. Without prejudice to any other rights and remedies it may have, the Disclosing Party shall be entitled to the granting of equitable relief, concerning any breach of any of the confidentiality provisions of this Agreement.

11. DATA PROTECTION

11.1 Licensee and FDB shall comply with all requirements of the Data Protection Act 2018 and any other legislation, regulations, or codes of practice relevant to the use of Personal Data.

11.2 Licensee and FDB shall comply with the Data Protection Agreement appended hereto.

12. LICENSING AND SUPPLY OF CODES

12.1 FDB may include certain codes in the Database but is not authorised by the relevant copyright owners to sub-license such codes to its customers ("**Excluded Material**").

12.2 From time to time, FDB may add further elements to the Database which shall be deemed Excluded Material. FDB undertakes to notify Licensee of any additional Excluded Material which may be added to the Database from time to time during the Term of this Agreement.

12.3 Licensee hereby undertakes to procure and maintain a legally binding licence for all Excluded Material from the relevant copyright owners and further undertakes not to use the Licensed Solutions unless and until authorised to do so by such copyright owners.

12.4 Licensee shall indemnify FDB in accordance with Clause 13 in respect of any unauthorised use of Excluded Material.

13. INDEMNITY

13.1 Licensee shall on demand indemnify and keep indemnified FDB and Vendor at all times from and against all costs, claims, actions, proceedings, demands, liabilities, expenses, damages or losses (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) sustained by FDB; (i) as a result of any claim or action brought against FDB and/or Vendor by any third party arising out of or in connection with the use of the Licensed Solutions and/or System by Licensee or its End Users, including without limitation, claims of patient harm; (ii) arising out of or in connection with the Licensee's misuse or unauthorized access to the Licensed Solution; or (iii) arising out or in connection with the Licensee's failure to procure a Licence for its use of the Excluded Material; (iii) arising from any claim that patient confidentiality has been infringed, including any claim alleging a violation of the Data Protection Act; (iv) arising from any breach by Licensee of the terms of this Agreement or failure to comply with all applicable laws, Cybersecurity Requirements, rules and regulations; and (v) as a result of any claim arising from or relating to the Administration of the Licensed Solutions within the Vendor System by Licensee's Medicines Management Team (each of (i)-(v) a "Claim").

13.2 Subject to the conditions set forth in this Clause 13.2 and Clauses 13.4 to 13.6, FDB shall indemnify Licensee against direct monetary damages of third parties, arising out of or relating to the infringement of a third party's proprietary rights in the Territory only by reason of

authorised use of the Licensed Solutions in accordance with the terms hereof. This indemnification is explicitly restricted to damages awarded in a final judgement or settlement and applies only to infringements occurred in the Territory. Under any circumstances, FDB's overall indemnification liability shall not exceed the aggregate fees paid by the Licensee to FDB under this Agreement within the twelve month period immediately preceding such damages. FDB's indemnification obligations under this Clause 13 shall not apply and FDB assumes no liability or obligation under this Agreement for losses arising from (i) the combination or use of any of the Licensed Solutions or any portion thereof with products not supplied to Licensee by FDB; (ii) any customisations or modifications of the Licensed Solutions or any portion thereof by Licensee, End Users or any third party; and (iii) any matters covered by Licensee's indemnification obligations set forth under Clause 13 hereof.

13.3 "Indemnified Party" means a Party that is entitled to be indemnified by the other Party under this Clause 13. "Indemnifying Party" means the Party that is obligated to provide indemnity to the other Party under this Clause 13.

13.4 The Indemnified Party agrees that the Indemnifying Party shall have sole and exclusive control over the defence and settlement of any such third party claim. However, the Indemnifying Party shall not acquiesce to any judgment or enter into any settlement that adversely affects the Indemnified Party's rights or interests without prior written consent of the Indemnified Party.

13.5 The Indemnified Party shall:

13.5.1 promptly notify the Indemnifying Party of any such claim of which it becomes aware;

13.5.2 at the Indemnifying Party's expense, provide reasonable cooperation to the Indemnifying Party in connection with the defence or settlement of any such claim; and

13.5.3 at the Indemnified Party's expense, be entitled to participate in the defence of any such claim.

13.6 Failure of the Indemnified Party to promptly notify the Indemnifying Party of any claim for which the Indemnified Party is entitled to indemnification hereunder, shall relieve the Indemnifying Party of its obligations hereunder only to the extent that the Indemnifying Party is actually prejudiced by such failure to promptly notify.

14. WARRANTIES AND DISCLAIMERS OF LIABILITY

14.1 FDB warrants and represents to Licensee that:

14.1.1 FDB has vested in or granted to it all the Intellectual Property Rights and authority required to grant the licence granted to Licensee under this Agreement;

14.1.2 the exercise by Licensee of the rights licensed to it under this Agreement will not infringe the Intellectual Property Rights of any person;

14.1.3 the Intellectual Property Rights licensed under this Agreement comprise all the rights necessary for Licensee to access, operate, copy, modify, adapt and translate, market and supply the Licensed Solutions in accordance with this Agreement; and

14.1.4 that the Licensed Solutions have been and will be compiled, developed, maintained and updated using all reasonable skill and care.

14.2 THE ABOVE WARRANTIES ARE FDB'S ONLY WARRANTIES AND NO OTHER WARRANTY OR CONDITION, EXPRESS OR IMPLIED, WILL APPLY. TO THE FULLEST EXTENT POSSIBLE PURSUANT TO APPLICABLE LAW, FDB DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, FDB DOES NOT REPRESENT OR WARRANT THAT THE LICENSED SOLUTIONS WILL MEET LICENSEE'S OR IT'S END USER'S REQUIREMENTS OR THAT

THE OPERATION OF THE LICENSED SOLUTIONS WILL BE UNINTERRUPTED OR ERROR FREE. FDB DOES NOT REPRESENT OR WARRANT THAT THE LICENSED SOLUTIONS ARE FREE OF VIRUSES, WORMS OR OTHER CODE THAT MAY MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES. FDB DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE, VALIDITY, ACCURACY, CURRENCY OR RELIABILITY OF, OR THE RESULTS FROM THE USE OF, OR OTHERWISE RESPECTING THE LICENSED SOLUTIONS.

14.3 Without prejudice to the generality of the provisions of Clause 14.1.4, Licensee acknowledges that the Licensed Solutions are compiled by FDB based upon information provided by third party sources and FDB does not conduct independent verification of such source material as a matter of course, FDB gives no warranty as to the accuracy or completeness of the data. Accordingly, FDB shall not be responsible for any use made by Licensee or its End Users of the Licensed Solutions. End Users who are registered medical practitioners, or others legally authorised to prescribe or dispense drugs or other pharmaceutical products shall be fully responsible and liable for any use which they make of the Licensed Solutions as incorporated in the System in prescribing or dispensing substances to be taken by patients or otherwise used as part of their therapeutic treatment and care.

14.4 The Licensee is responsible for ensuring that its System meets all relevant technical specifications necessary to use the Licensed Solutions. The Licensee also acknowledges that although FDB tries to guard against viruses, FDB cannot and does not guarantee or warrant that the Licensed Solutions will be free from infections, viruses and/or other code that has contaminating or destructive properties. The Licensee agrees that it is solely responsible for implementing sufficient procedures and virus checks (including anti-virus and other security checks) to satisfy the Licensee's particular requirements for the accuracy of data input and output.

14.5 With respect to web-based Licensed Solutions, FDB will endeavour to ensure that access is uninterrupted and that transmissions will be error-free. However, FDB cannot guarantee that access will not be suspended from time to time including to allow for repairs, maintenance or the introduction of new content or facilities. Licensee acknowledges that both scheduled and unscheduled downtime will occur from time to time during the term of this Agreement and that neither shall constitute a breach of the Agreement. Licensee further acknowledges that FDB makes no representation or warranty with respect to the availability or operability of the internet.

15. LIMITATION OF LIABILITY

15.1 FDB does not exclude or limit liability for personal injury or death caused by the negligence of its employees in connection with the performance of their duties hereunder.

15.2 SUBJECT TO CLAUSE 15.1 AND 13.2, USE OF THE LICENSED SOLUTIONS IS AT THE SOLE RISK OF LICENSEE AND ITS END USERS. UNDER NO CIRCUMSTANCES SHALL FDB OR ANY OF ITS DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT, USE OF OR INABILITY TO USE THE LICENSED SOLUTIONS OR RELIANCE ON THE LICENSED SOLUTIONS OR ANY RESULTS OBTAINED FROM USE OF THE LICENSED SOLUTIONS, INCLUDING WITHOUT LIMITATION LOSS OR DAMAGE DUE TO INACCURACY, ERROR, OMISSION OR ANY OTHER CAUSE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND WHATSOEVER, WHETHER DIRECT OR INDIRECT, GENERAL, SPECIAL, INCIDENTAL, IMMEDIATE, CONSEQUENTIAL, EXEMPLARY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, REVENUE, ANTICIPATED SAVINGS, PROFITS, BUSINESS OPPORTUNITY OR GOODWILL. THIS LIMITATION OF LIABILITY APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER BASIS AND EVEN IF AN

AUTHORISED REPRESENTATIVE OF FDB OR ITS AFFILIATES HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES, AND WHETHER SUCH LOSS IS CAUSED BY ANY ACT OR OMISSION OF FDB.

15.3 Subject to Clause 15.1, the stated express warranties are in lieu of any liability or obligation of FDB for damages, if any, arising out of the delivery, use or performance of the Licensed Solutions and/or out of the services to be performed under this Agreement.

15.4 Except with respect to the indemnity provided by FDB in Clause 13.2 and subject to Clause 15.1, FDB shall not be liable to Licensee for cumulative damages greater than one hundred percent (100%) of the licence fees having then actually been paid by Licensee to FDB under the terms of this Agreement in the preceding twelve (12) month period.

15.5 These limitations will apply regardless of the form of action, whether under statute, in contract, tort, including negligence, or any other form of action. For purposes of this Clause 15 FDB includes its employees, sub-contractors and suppliers.

15.6 If the Licensed Solutions becomes, or in FDB's reasonable opinion be likely to become, the subject of a claim of infringement, FDB, may at its option and in addition to any other remedies available to it, without requiring the Licensee's permission:

15.6.1 obtain a licence at no cost to Licensee permitting its continued use of such Licensed Solutions;

15.6.2 modify such Licensed Solutions (such modifications must maintain comparable functionality and performance) in a manner so that such Licensed Solutions is no longer infringing;

15.6.3 substitute another product of comparable functionality and performance that does not infringe any third party's proprietary rights in the Territory; or

15.6.4 terminate Licensee's licence to the Licensed Solutions upon written notice to Licensee, whereupon Licensee and End Users shall immediately terminate all further use of the affected Licensed Solutions.

15.7 In the event of a termination pursuant to Clause 15.6.4, FDB shall have no liability to Licensee, End Users or any other third party concerning their use of the Licensed Solutions except to refund to Licensee a pro rata portion of the Fees actually paid to FDB and applicable to the remaining unexpired term of the Agreement.

16. TERMINATION

16.1 Either party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

16.1.1 that other party commits any material breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within thirty (30) Calendar Days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

16.1.2 an encumbrancer takes possession, or a receiver is appointed over any of the property or assets of that other party;

16.1.3 that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;

16.1.4 that other party goes into liquidation or bankruptcy (except for the purposes of amalgamation or reconstruction and in such manner that the company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other party under this Agreement);

16.1.5 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other party; or

16.1.6 that other party ceases, or threatens to cease, to carry on business.

16.2 FDB shall be entitled forthwith to terminate this Agreement by written notice to Licensee in the event of change of control of Licensee. FDB shall also be entitled forthwith to terminate this Agreement by written notice to Licensee in the event that Licensee's agreement with Vendor terminates for any reason.

16.3 Licensee shall be entitled to terminate this Agreement by written notice to FDB at the end of the Pilot Period in the event that the Pilot is deemed to be unsuccessful as defined by the criteria in Schedule One to this Agreement. In the event that the Pilot is deemed unsuccessful, Licensee shall furnish FDB with written documentation or a statement detailing the reasons the Pilot did not succeed. Upon termination of this Agreement by the Licensee pursuant to this Clause 16.4, any sums due and payable by the Licensee to FDB until the termination date shall be immediately paid by the Licensee to FDB.

16.4 Licensee shall be entitled to terminate this Agreement on the anniversary of the Commencement Date by providing no less than ninety (90) Calendar Days prior written notice to FDB.

16.5 Termination for any reason shall be without prejudice to any rights or obligations of the parties which have accrued prior to termination.

16.6 Upon termination of this Agreement for whatever reason, FDB shall:

16.6.1 terminate Licensee's access to the Licensed Solutions, and Licensee shall, and shall so cause its subsidiaries, agents and other related entities to cease marketing, distributing, sub-licensing or otherwise dealing with any of the Licensed Solutions (in whole or in part)

16.6.2 cease all use of the Licensed Solution;

16.6.3 immediately pay to FDB sums due to FDB under this Agreement;

16.6.4 destroy or return to FDB (at FDB's option) all copies of the data and information received under this Agreement then its possession, custody, or control and, in the case of destruction, certify to FDB that it has done so;

16.6.5 make its best endeavours to recover and destroy each and every copy of the Licensed Solutions or parts thereof held by it or supplied to Customers together with all documentation and material or property of FDB relevant to this Agreement (except as necessary to carry out the provisions of section 16.9 below); and

16.6.6 after the thirty (30) Calendar Days submit a report to FDB on the steps taken and the extent to which this obligation has been met unless FDB agrees otherwise in writing at the date of termination of this Agreement.

16.7 Notwithstanding termination of this Agreement for any reason the copyright and confidentiality provisions associated herewith shall remain in force for the term of copyright as provided by the Copyright Designs and Patents Act 1988 and the Copyright and Rights in Databases Regulations 1997 or any statutory modification thereof, and the provision of Clauses 9, 10, 14, 15, 19, 20, 21 and 23 shall survive.

17. ASSIGNMENT

17.1 Save as provided in Clause 17.2, a party may not assign, transfer, charge or deal in any other manner with this Agreement or any of its rights under it, nor purport to do any of the same, nor sub-contract any or all of its obligations under this Agreement without having obtained the prior written consent of the other party.

17.2 FDB shall be entitled to assign its rights under this Agreement:

17.2.1 to the purchaser of all or substantially all of its business; or

17.2.2 in connection with a corporate reorganisation

17.2.3 to an Affiliate.

17.3 Any attempted assignment in violation of this Clause 17 will be void and without effect.

18. FORCE MAJEURE

18.1 In this Agreement, "Force Majeure" shall mean any cause preventing either party from performing any or all of its obligations which arises from or is attributable to acts, events, omissions or accidents beyond the reasonable control of the party so prevented including without limitation fires, natural disasters, pandemics, lock-outs or other industrial disputes (whether involving the workforce of the party so prevented or of any other party), act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

18.2 If either party is prevented or delayed in the performance of any of its obligations under this Agreement by force majeure, that party shall forthwith serve notice in writing on the other party specifying the nature and extent of the circumstances giving rise to Force Majeure, and shall subject to service of such notice and to Clause 18.4 have no liability in respect of the performance of such of its obligations as are prevented by the Force Majeure events during the continuation of such events, and for such time after they cease as is necessary for that party, using all reasonable endeavours, to recommence its affected operations in order for it to perform its obligations.

18.3 If either party is prevented from performance of its obligations for a continuous period in excess of six (6) months, either party may terminate this Agreement forthwith on service of written notice upon the party so prevented, in which case neither party shall have any liability to the other except that those rights and liabilities which accrued prior to such termination shall continue to subsist.

18.4 The party claiming to be prevented or delayed in the performance of any of its obligations under this Agreement by reason of Force Majeure shall use reasonable endeavours without hereby being obliged to incur any expenditure to bring the Force Majeure event to a close or to find a solution by which the Agreement may be performed despite the continuance of the Force Majeure event.

19. THIRD PARTY RIGHTS

Unless otherwise specifically stated herein this Agreement does not create any rights under the Contracts (Rights of Third Parties) Act 1999 which are enforceable by any person who is not a party to it and no person who is not a party to this Agreement may enforce any of its terms or rely on any exclusion or limitation contained in it.

20. AGENCY AND PARTNERSHIP

Nothing in this Agreement is intended to or shall operate to create a partnership or joint venture of any kind between the parties, or to authorise either party to act as an agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).

21. DISPUTE RESOLUTION

21.1 In the event that a dispute arises under this Agreement, the parties agree to escalate the issue as follows:

21.1.1 in the first instance to the individuals in each organisation who have day-to-day operational responsibility for this Agreement;

21.1.2 if these individuals are not able to resolve any issue within five (5) Business Days, the issue will be escalated to a director of each organisation; and

21.1.3 if these individuals are not able to resolve the dispute within five (5) Business Days, the issue will be escalated to the chairman, managing director or CEO of each organisation for resolution.

21.2 If any dispute is not resolved in accordance with the escalation procedure set out in Clause 21.1, the dispute may be referred by either party for mediation in accordance with the Centre for Effective Dispute Resolution ("**CEDR**") Model Mediation Procedure.

21.3 To initiate mediation:

21.3.1 either party shall give a written notice ("**Mediation Notice**") to the other party requesting a mediation of the dispute and shall send a copy of the Mediation Notice to CEDR to nominate a mediator in the event the parties are unable to agree such appointment by negotiation; and

21.3.2 the mediation shall commence within twenty eight (28) days of the Mediation Notice being served.

21.4 If the parties accept the mediator's recommendations or otherwise reach agreement on the resolution of the dispute, such agreement shall be in writing and, once it is signed by their duly authorised representatives, will be final and binding on the parties.

21.5 Failing agreement, any of the parties may invite the mediator to provide a non-binding opinion in writing as to the merits of the dispute and the rights and obligations of the parties. Such opinion will be provided on a without prejudice basis and will be private and confidential to the parties and may not be used in evidence in any proceedings commenced pursuant to the terms of the Agreement without the prior written consent of all the parties.

21.6 If the parties fail to reach agreement in the structured negotiations within thirty (30) Calendar Days of the mediator being appointed, such a failure will be without prejudice to the right of any party thereafter to pursue any of their rights at law in relation to the dispute.

21.7 Nothing in this Clause 21 shall restrict either party's freedom to commence legal proceedings at any time to preserve any legal right or remedy or to prevent the misuse of any of its Confidential Information or the infringement of its Intellectual Property Rights.

22. ANTI BRIBERY AND CORRUPTION, MODERN SLAVERY ACT

22.1 Each party warrants that it has not (and will not), directly or indirectly:

22.1.1 given, promised, offered or authorised; or

22.1.2 accepted, requested, received or agreed to receive,

any payment, gift, reward, rebate, contribution, commission, incentive, inducement or advantage to or from any person, in contravention of the Bribery Act 2010, the US Foreign Corrupt Practices Act 1977 or the anti-bribery and corruption laws of any jurisdiction to which the party is subject and, in each case, any related rules, regulations and guidance (collectively, the "Anti-Bribery and Corruption Laws").

22.2 Each party warrants that it has instituted, maintained and monitored policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the Anti-Bribery and Corruption Laws.

23. GENERAL

23.1 Failure or neglect by the parties to this Agreement to enforce any of the provisions hereof shall not be deemed to be a waiver of the rights of either party hereunder nor shall in any way affect the validity of the whole or any part of this Agreement.

23.2 Any notice hereunder may be given by sending the same through the post by prepaid registered or recorded delivery mail addressed to the party concerned at its address mentioned above (or at such other address as may be notified by one party to the other as the address for service of notice pursuant to this Clause) or if applicable at the Registered Office for the time being and any notice so given shall be deemed to have been served on the second day after the date on which it was posted. Any Party hereto may change its address or specify in writing a different mailing or email address for such purpose by notice to the other Party. In case any change of address is not notified to the other Party properly,

the notifications conveyed to the most currently stated address shall be deemed to have been duly made to the respective Party.

23.3 This Agreement supersedes all prior agreements, arrangements, discussions, negotiations and undertakings, whether oral or written, between the parties relating to the subject matter of this Agreement and constitutes the entire agreement between the parties. No subsequent statements or representations made by either party after the date hereof shall be construed so as to waive the effect of this Clause unless the same are expressly incorporated into this Agreement in writing and signed by both parties.

23.4 Any variation of this Agreement shall be in writing and signed for and on behalf of each of the parties hereto.

23.5 No forbearance or delay by either party in enforcing its rights will prejudice or restrict the rights of that party and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any right or of any later breach.

23.6 If any provision of this Agreement is judged to be illegal or unenforceable the continuation in full force and effect of the remainder of the provisions will not be prejudiced.

23.7 This Agreement shall be governed in all respects by and in accordance with the laws of England and the parties hereto hereby agree to submit to the exclusive jurisdiction of the English Courts over any claim or matter arising under or in connection with this Agreement.

23.8 If there is any conflict or inconsistency between the main body of this Agreement and the Schedules, the terms of the main body of this Agreement shall prevail.

24. FREEDOM TO CONTRACT

The parties declare that they each have the right, power and authority and have taken all action necessary to execute and deliver, and to exercise their rights and perform their obligations under this Agreement.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed by their respective duly authorised officers.

For and on behalf of: **First Databank UK Ltd** Authorised Signatory _____ Name: Title: Date:	For and on behalf of: **TBC** Authorised Signatory _____ Name: Title: Date:

SCHEDULE ONE

Terms Schedule

1. Licensee

TBC

2. Licensed Solutions

Licensee is permitted to use OptimiseRx.

3. Territory

TBC

4. Commencement Date

The Commencement Date shall be TBC.

During the Set Up Period described below, FDB and Licensee will discuss and amend the Licensed Solution for any localisation required in accordance with Licenss's local rules ("**Set Up Period**").

5. Term

This Agreement shall commence on the Commencement Date and shall continue in force until TBC, unless otherwise terminated in accordance with Clause 16.

Set Up Period	TBC
Pilot Period	TBC
Go Live Date	TBC
Year 1	TBC
Year 2	TBC
Year 3	TBC

6. Declaration of Use

Usage by Licensee is restricted to Licensee's System described as follows:

Licensee shall use the Licensed Solutions as a source of drug product information to optimise prescribing decisions by allowing End Users to consider and select or reject options presented by the Licensed Solutions that exclusively supports the operation of Licensee's system currently known as INSERT SYSTEM NAME (the "System").

The Licensed Solution shall only be used by the End User Sites as specified in Schedule Three

7. Pilot Success Criteria

A Pilot shall be deemed to be a success if the user acceptance criteria agreed between FDB and Licensee at the outset of the Pilot Period is achieved. The Pilot shall be conducted upon End User(s) determined by Licensee.

SUCCESS CRITERIA AREA	User Experience	Content

SUCCESS CRITERIA RESPONSIBILITY	GP / Clinician	Medicines Management Team
SUCCESS CRITERIA DETAIL	1. End User agrees that the Licensed Solution provides an improved prescribing workflow. 2. End User agrees that the user interface is suitable within the prescribing workflow. 3. End User agrees that the Licensed Solution does not slow down the clinical system.	1. Medicines Management Team has reviewed and agreed the national best practice, safety and cost guidance that is included in the solution. 2. Medicines Management Team agrees the web based localisation / admin portal is suitable for purpose.

8. Patient Fees

8.1 Pilot Period: Upon signing this Agreement a Fee of £1 shall be payable (on demand) together with other good and valuable consideration by Licensee to FDB for the duration of the Pilot Period.

8.2 Patient Fees shall be payable per patient per annum in accordance with the following table:

Year	Patient Fee per patient per annum
Pilot Period	TBC
Set-Up Period	TBC
Year 1	TBC
Year 2	TBC
Year 3	TBC

8.3 OOH Environment where OptimiseRx not already contracted: Patient Fees shall be charged at a standard price of xxp per patient outside of the Territory.

8.4 Profile Optimisation: Profile Optimisation Fee Licensee shall pay FDB a Profile Optimisation Fee of xxp per patient per annum within 30 days of the Commencement Date to utilise the Profile Optimisation functionality for the Term:

Year	Fee per annum
Year 1	TBC

If after using the Licensed Solution for a period of 12 months, OptimiseRx Reporting calculates a cost saving from the Profile Optimisation cost saving report that is less than the Profile Optimisation Fee paid to FDB, FDB shall refund an amount equivalent to the Profile Optimisation Fee value minus the value of cost savings shown in OptimiseRx Reporting for the same period. For example, if the total Profile Optimisation Fee was £1,000 and the OptimiseRx Reporting showed cost savings of £400, FDB would refund £600.

In the event of any change in status of Licensee (for example from a CCG to an ICS) the parties shall meet to agree revised commercial terms relating to any increase in patient population covered by the Profile Optimisation tool or changes which impact whether the recommendations from the profile optimisation tool can be viewed across multiple profiles

All Fees are exclusive of VAT which shall be payable in addition against FDB's VAT invoice.

9. Training

FDB will provide training to Licensee's Medicines Management Team in the use of the available functionality in Licensed Solution. Training may be provided by telephone conference or video conference. FDB anticipates that the training will require no more than one day of FDB effort.

10. Joint Marketing Initiatives

Licensee will provide assistance to FDB in the production of a marketing case study regarding the use of the Licensed Solutions. Licensee will provide information when required to facilitate production of this case study.

Licensee will allow FDB access to its facilities and healthcare systems incorporating the FDB solutions on dates mutually agreed for the purposes of demonstrating and promoting the use of FDB solutions to third party customers.

11. Patient Declarations

Upon commencement of this Agreement and on each anniversary date thereafter, Licensee shall notify FDB in writing of the total number of number of Patients registered at Licensee's practices, giving the following detailed information:

- Practice Name
- Partnership name (if any)
- Branch sites (if any)
- Address of each End User Site
- Number of registered Patients at each End User Site
- The NHS Practice Code of the End User Site
- GP Practice clinical System
- Practice Manager name, email address and direct line

Failure to provide the Patient Declarations by the due date will be regarded as a material breach of the obligations of Licensee under this Agreement.

Licensee warrants that the Patient Declarations made in accordance with this paragraph will be compiled and submitted to FDB using all appropriate skill and care to ensure that such Patient Declarations are accurate.

No less than sixty days prior to the anniversary of the contractual Year, FDB shall identify the current patient population using "Patients Registered at a GP Practice" data published by NHS Digital (or any other data feed which supersedes it) and will provide a summary in writing for Licensee to confirm it remains accurate and correct. Should any changes be made to the content during the Term Licensee should provide written notice within 14 days of any change taking place.

If Licensee fails to declare usage by a practice or any changes and FDB subsequently becomes aware of an increase in patient population, Licensee will remit to FDB an amount equal to the difference between the Patient Fee paid the prior year and the amount owed on the basis of the increase in the number of Patients in the intervening year.

12. Travel outside of the United Kingdom

Where FDB is requested by Licensee to travel outside of the United Kingdom to be involved in meetings with or on behalf of Licensee then Licensee shall pay FDB for all actual travel and incidental expenses incurred and for FDB's time at FDB's then current rate card.

13. Excluded Material

FDB is authorised to include the following third party terminologies, codes and/or links to third party codes within the Licensed Solution but is not authorised by the relevant copyright owners to sub-license such terminologies and/or codes. Licensee is responsible for ensuring that it has the necessary licensing arrangements in place to either use or distribute the following terminologies, codes and/or links to codes:

- dictionary of medicines and devices (dm+d)
- Read 2 drug codes
- Read 2 clinical codes
- Clinical Terms Version 3 (CTv3) drug codes
- Clinical Terms Version 3 CTv3 clinical codes
- Systematized Nomenclature of Medicine - Clinical Terms (SNoMed CT) codes

SCHEDULE TWO

Service Level Agreement

1. GENERAL SUPPORT INFORMATION

1.1. First-line Support for the Licensee's System will continue to be provided in accordance with Licensee's service levels with its Vendor System provider.

1.2. For specific FDB Licensed Solution queries, FDB's customer service department will be available during the Contracted Support Hours, being 9.00am to 5.30pm (GMT) Monday to Friday, excluding public holidays in England.

1.3. Any queries forwarded by Licensee's nominated individual to FDB will receive a response from FDB's customer service department during the Contracted Support Hours.

1.4. On receipt of the query from the Licensee, FDB will acknowledge via email to the Licensee the receipt of the query.

1.5. All queries received by FDB's customer service department will be logged and assigned with a unique reference number.

1.6. FDB shall ensure that a log is maintained in respect to each query raised by the Licensee.

1.7. Whenever so requested by Licensee, acting reasonably at all times, and during Contracted Support Hours, FDB shall provide an update report from the log with respect to any Licensee related queries.

1.8. Queries will not be accepted from Authorised Users directly. Only queries from Licensee's nominated individual will receive a response

2. TELEPHONE SUPPORT

2.1. FDB will request written confirmation of the following details of the call:

- Name of Licensee's contact.
- Telephone number of Licensee's contact.
- e-mail address of Licensee's contact.
- GP Clinical system and version number.
- Date and time call was originally raised.
- System name and version number.
- Identifiers.
- Problem details (e.g. actual results, expected results, problem description).
- Any unique Licensee reference number.

3. SERVICE CALLS, CALLS LOGGING AND OUT OF HOURS ARRANGEMENTS.

3.1. Any calls placed by Licensee to FDB will be dealt with by FDB's customer service department.

3.2. Any calls placed by Licensee outside of Contracted Support Hours shall be automatically date / time logged by FDB at the time received.

3.3. Any calls placed by Licensee outside of Contracted Support Hours shall be actioned from the start of the next Contracted Support Hours.

3.4. FDB may be contacted via the following contact points:

3.4.1. Telephone: +44 (0)1392 440 111

3.4.2. E-mail: customerservices@fdbhealth.com

4. ESCALATION PATH

4.1. LICENSEE TO FDB

4.1.1. Licensee shall be entitled to escalate issues to members of FDB's senior management. Contact details are provided in the following table:

Name	Title	Telephone Number	e-mail address
Simon Radcliffe	Commercial Director	+44 7969 292549	Simon.radcliffe@fdbhealth.com
Darren Nichols	Managing Director	+44 1392 440126	Darren.nichols@fdbhealth.com

4.1.2. Licensee will escalate to members of FDB's senior management in the order shown above until such time as Licensee, acting reasonably, deems it necessary to escalate to the next level.

4.2. FDB TO LICENSEE

4.2.1. FDB shall be entitled to escalate issues to members of Licensee's senior management. Contact details are provided in the following table:

Name	Title	Telephone Number	e-mail address
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA
TBA	TBA	TBA	TBA

4.2.2. FDB will escalate to members of Licensee's senior management in the order shown above until such time as FDB, acting reasonably, deems it necessary to escalate to the next level.

SCHEDULE THREE

End User Site Patient Declarations

Practice name	**Practice Address** (add Branch Address if applicable)	**Number of registered patients at each End User Site**	**NHS Practice Code**	**GP Practice Clinical System ***	**Practice Manager name**	**Practice Manager Email address**	**Practice Manager direct dial number**
TBC	TBC	TBC	TBC	TBC	TBC	TBC	TBC
Total Practices: 0		**Total Patients: 0**					

**Where EMISWeb is used, the additional terms contained within Schedule Four shall apply.*

SCHEDULE FOUR

EMIS END USER LICENCE TERMS

The following terms apply to use of the API that is included within the licence grant. In the event of any conflict between the body of the Agreement and this Schedule Four, the terms of this Schedule Four shall apply.

LICENSEE OBLIGATIONS

1.1 The Licensee acknowledges that the API includes third party software which is the intellectual property of Vendor.

1.2 The API is NOT free or shareware.

1.3 Upon accepting this Licence, Licensee undertakes:

a. not to copy the API (other than for normal operation) nor (subject to applicable law rights) to disassemble, decompile or reverse engineer the API;

b. not to translate, modify, lease, rent, loan, redistribute, sub-lease, sub-license or create derivative works from the software;

c. to maintain accurate and up-to-date records of the number and location of all copies of the API;

d. to supervise and control use of the API in accordance with the terms of this Licence;

e. to reproduce and include the copyright notice as it appears in or on the API on all copies; and

f. not to use the API for any immoral, illegal or for any other purpose which may be determined threatening, abusive or harmful.

1.4 The API is provided "as is" without any warranty of any kind either express or implied including but not limited to the implied warranties of merchantability, fitness for a particular purpose, title and non-infringement except to the extent that by statute liability may not lawfully be excluded in an agreement of this nature.

1.5 All copyright, trade marks and other intellectual property rights subsisting in or used in connection with the API (including but not limited to all images, animations, audio and other identifiable material relating to the software) are and remain the sole property of EMIS.

1.6 The API is intended to aid and supplement, not substitute for, the expertise and judgment of physicians, pharmacists or other healthcare professionals. All information is provided on the basis that the healthcare practitioners responsible for patient care will retain full and sole responsibility for deciding any treatment to prescribe or dispense for all patients and, in particular whether the use of information provided by the API is safe, appropriate, or effective for any particular patient or in any particular circumstances.

1.7 Upon expiry or termination (for whatever reason) of FDB's agreement with Vendor, Licensee may continue to use the API, and Vendor will continue to support the API, at then existing sites until the end of Licensee's existing licence with FDB or 364 days from the date of termination of the agreement between FDB and Vendor, whichever is the shorter.

Data Protection Protocol

Data Protection Agreement between:

(1) the Licensee ("Customer"); and

(2) First Databank UK Limited ("Contractor")

Definitions

Agreement: this contract;

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iiii) all applicable Law about the processing of personal data and privacy;

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Controller, **Processor**, **Data Subject**, **Personal Data**, **Personal Data Breach**, **Data Protection Officer** take the meaning given in the GDPR.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018

GDPR: the General Data Protection Regulation *(Regulation (EU) 2016/679)*

Joint Controllers: where two or more Controllers jointly determine the purposes and means of processing

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Processor is bound to comply;

LED: Law Enforcement Directive *(Directive (EU) 2016/680)*

Party: a Party to this Agreement

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Agreement

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it including those outlined in Schedule 2 (Security).

Sub-processor: any third Party appointed to process Personal Data on behalf of that Processor related to this Agreement

Vendor: FDB's vendor partners responsible for the clinical systems, namely TPP, EMIS, InPractice and Microtest and such other vendors as may be deployed by FDB's customers in use by a Customer.

1. DATA PROTECTION

1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Contractor is the Processor unless otherwise specified in Schedule 1. The only processing that the Processor is authorised to do is listed in Schedule 1 by the Controller and may not be determined by the Processor.

1.2 Controller warrants that it has taken all necessary steps to achieve compliance with Data Protection Legislation.

1.3 Without prejudice to the generality of paragraph 1.2, Controller warrants that where Controller supplies Personal Data to Processor, Controller has provided any requisite notice and has a valid legal basis to collect, obtain and share the Personal Data with Processor and to allow Processor to process the Personal Data in accordance with Schedule 1.

1.4 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

1.5 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may, at the discretion of the Controller, include:

(a) a systematic description of the envisaged processing operations and the purpose of the processing;

(b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;

(c) an assessment of the risks to the rights and freedoms of Data Subjects; and

(d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

1.6 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:

(a) process that Personal Data only in accordance with Schedule 1, unless the Processor is required to do otherwise by Law. If it is so required, the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;

(b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:

(i) nature of the data to be protected;

(ii) harm that might result from a Data Loss Event;

(iii) state of technological development; and

(iv) cost of implementing any measures;

(c) ensure that:

(i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Schedule 1);

(ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:

(A) are aware of and comply with the Processor's duties under this clause;

(B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;

(C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and

(D) have undergone adequate training in the use, care, protection and handling of Personal Data; and

(d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:

(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;

(ii) the Data Subject has enforceable rights and effective legal remedies;

(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;

(e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.

1.7 Subject to clause 1.6, the Processor shall notify the Controller immediately if it:

(a) receives a Data Subject Request (or purported Data Subject Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or

(f) becomes aware of a Data Loss Event.

1.8 The Processor's obligation to notify under clause 1.5 shall include the provision of further information to the Controller in phases, as details become available.

1.9 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 1.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:

(a) the Controller with full details and copies of the complaint, communication or request;

(b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;

(c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;

(d) assistance as requested by the Controller following any Data Loss Event;

(e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.

1.10 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Processor employs fewer than 250 staff, unless:

(a) the Controller determines that the processing is not occasional;

(b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or

(c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

1.11 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.

1.12 Each Party shall designate its own data protection officer if required by the Data Protection Legislation.

1.13 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:

(a) notify the Controller in writing of the intended Sub-processor and processing;

(b) obtain the written consent of the Controller;

(c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 1.11 such that they apply to the Sub-processor; and

(d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.

1.14 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.

1.15 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).

1.16 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

1.17 IN NO EVENT WILL CONTRACTOR'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS DATA PROTECTION AGREEMENT ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EXCEED £500,000. IN NO EVENT WILL CONTRACTOR BE LIABLE TO THE CUSTOMER FOR ANY INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, HOWEVER ARISING, WHETHER IN CONTRACT, TORT, OR OTHERWISE, REGARDING THESE DATA PROTECTION TERMS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Schedule 1
Schedule of Processing, Personal Data and Data Subjects

Processing, Personal Data and Data Subjects

The contact details of the Controller's Data Protection Officer shall be provided to the Processor upon execution of the Data Sharing Agreement.

Description	Details
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Integrated Care Board named in the Data Sharing Agreement is the Controller and the Contractor is the Processor in accordance with Clause 1.1.
Subject matter of the processing	FDB OptimiseRx will enable prescribers within a primary care environment to identify, manage and measure appropriate prescribing interventions ("Opportunities") to deliver evidence-based safety, quality and cost-based prescribing, using algorithms run against patient data. Prescribers can access OptimiseRx as an integrated workflow within the clinical system. These activities rely on the processing of personal data (including some sensitive personal data) concerning patients, which will be extracted from patient medical records and delivered to FDB by its vendor partners responsible for the clinical systems, namely TPP, EMIS, InPractice and Microtest and such other vendors as may be deployed by FDB's customers ("Vendor") via a RESTful Web API over the private NHS HSCN network, using industry-standard encryption techniques (further information on this below).
Duration of the processing	The Data is stored until the end of the agreement between the Customer and Contractor or until a request to delete is received from a Customer, whichever is the earlier.
Nature and purposes of the processing	The processing activities that FDB conducts on the Patient Data are as follows: 1. Running of OptimiseRx algorithms over the Patient Data and the subsequent presentation of best-practice, formulary, or cost-effective prescribing messages. Appropriate OptimiseRx guidance messages are returned by the web service and presented to the user through the clinical system user interface in real-time.

	2. Test the sensitivity and specificity of existing and future authored algorithms used to identify best practice or cost avoidance opportunities for prescriber intervention. 3. Developing, enhancing, adapting, testing, troubleshooting, fixing, or otherwise improving the solution. 4. Providing reports and insights to the Customer. 5. Aggregation and anonymisation. 6. Developing new functionality, enhancements or solution offerings, enabling the most clinically appropriate delivery of ongoing care to patients. 7. Other activities as instructed by the Controller
Type of Personal Data being Processed	To provide the OptimiseRx solution, FDB receives the following pseudonymised patient data attributes: • Patient identifier (unique to FDB and vendor) • Consultation identifier (unique to FDB, vendor and each consultation event involving the prescribing, reauthorisation or medicines review workflow) • GP Practice • Age • Sex • NHS number • Date of birth • Authorised Issues: Information about the total number of authorised issues for repeat prescriptions, including the current issue number (e.g., "2 of 5"), the date of each issue, and any cancellation dates if applicable. • User Workflow Information: Information about the user workflow for each prescription type, which include specific actions taken for different prescription categories (e.g., 1 = Acute indicates the addition of a new drug, 2 = Reauthorisation refers to the process of renewing an existing prescription, and 3 = Medication Review (Regime Review) pertains to the review and adjustment of a patient's medication regimen).Ethnicity, represented as a Read code or SNOMED concept. • A subset of condition codes associated with a patient represented as a Read code or SNOMED concept. • A subset of condition code-value pairs to represent investigation or observation results represented as a Read code or SNOMED concept, including test result and date of result. • A subset of the patient's prescribing history, specifically medications prescribed (represented as dm+d code or Multilex drug concepts) supply quantity and dose, date of prescription issue, duration of prescription, and Prescription type (e.g. acute/ repeat/ repeat dispensing/ automatic). • The medicine or appliance that is about to be prescribed, or reauthorised or restarted, represented as dm+d code or Multilex drug concepts and supply quantity and dose. (the "Patient Data")

	The Patient Data does not include: • Patient Name • Address (or elements thereof) End Users of the OptimiseRx solution • End User identifier (a unique number assigned to the Vendor end user) • End user profile information, including but not limited to the clinician job role (optional data at discretion of end user to enter in to OptimiseRx) (the "End User Data") Together the End User Data and Patient Data shall be known as "Data"
Categories of Data Subject	End Users Patients of the GP practice save that it shall exclude: • Patients who are deceased; • Patients who have deregistered from the practice; • Patients who are specifically excluded for some other reason.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Data will remain within the OptimiseRx Cloud Platform until a request to delete is received from a Customer. The Patient Data is stored for the duration of the agreement with the Customer during which time the processing activities will be carried out on the data. Data will be retained in line with the NHS Records of Management Code of Practice. Processor to cover the costs for any onward retention of destruction of data as required post the retention period for the lifecycle of the data.