OVERVIEW OF PATHWAY

PLEASE NOTE – THE SUMMARY INFORMATION IN THIS BOX HAS BEEN INCLUDED FOR INFORMATION PURPOSES ONLY AND DOES NOT FORM PART OF THE BELOW AGREEMENT:

What is Pathway?

The aim of Pathway is to help optimise how care pathways are managed. We will look to work closely with the NHS, the Life Sciences industry, and other partners to create Pathway Modules that achieve this aim. The purpose of these modules is to identify cohorts of patients at your practice that may benefit from care pathways, within or outside of your practice, and provide actionable tools to support healthcare professionals in managing the populations. In addition, Pathway will provide insights to stakeholder organisations to support service evaluation and improvement.

Summary of Pathway Feasibility (Stage 1)

From time to time, pathway sponsors (such as NHS organisations and life science companies) may contact EMIS about potential Pathway Modules. In order to determine whether a particular Pathway proposal is likely to achieve the stated aims, EMIS may need to undertake certain 'feasibility' services.

The intended purpose of feasibility is to run an algorithm and/or relevant searches to see if the relevant care pathway is viable for the sponsor to develop and bring to You.

Feasibility involves us taking a request from a potential sponsor and then running a search on behalf of the practices signed up to Pathway in order to identify whether the Pathway Module is viable for the participating organisations The information provided to the potential sponsor will be limited to this aim. The data may need to be processed a number of times to optimise and refine the algorithm and/or search. This same information will be made available to the participating practices (though potentially not the identity of the potential sponsor). By entering into this Agreement, You are appointing EMIS to deliver the feasibility service to You.

How we display Modules in Pathway

GP Practice Users (with appropriate role-based access) will be able to access Pathway from within EMIS Web. On accessing Pathway, users will be presented with a summary of any Pathway Modules which may be relevant to them and users will be able to choose to access these modules.

Agreeing to sign up to Pathway

By accepting this agreement for Pathway You are authorising and instructing us to process data we hold for You in EMIS Web: (i) for the purposes of delivering the feasibility service; (ii) to validate the cohort definition and ensure feasibility of pathway projects; (iii) to conduct pre-release testing in respect of the relevant Pathway Module; and (iv) subject to such validation and testing being successful, identify patients who might be relevant to the Pathway Module. You should only accept this agreement if You agree to all our terms and conditions (full details below).

Patient Confidentiality

Patient confidentiality is of paramount importance and we have designed Pathway with this in mind.

It is imperative that You keep information about patients accurate and up to date (including SNOMED-CT codes), as the accuracy of the data sets which we produce will be dependent on the information which You make available to us to analyse.

Once You have indicated that Your practice wishes to participate in the execution of a Pathway Module the list of any potentially suitable patients will be available to You in the Pathway Module.

If we run a search as part of the feasibility element of the service then the results will be available for review in the Feasibility Reports (as defined). Further details will be available only if the relevant pathway or opportunity progresses once you indicate that your practice wishes to use the relevant Pathway Module.

Sharing Data with Care Providers

Certain Pathway Modules may allow You to share patient data directly with another organisation or care provider. This could include a secondary or tertiary care centre, such as an Operational Delivery Network, another site in a primary care network, or a locally commissioned service so that they can provide relevant screening and care to patients identified by the Pathway Module on Your/the NHS's behalf. Such organisation would be dependant upon how a care pathway is managed across NHS organisational boundaries. As the patients' healthcare provider and data controller, You are in control of which patients' details and clinical information, if any, are shared with such a third party.

Only You, and any organisation(s) You have authorised, can see the names of the patients identified as potentially suitable for a Pathway Module. As with any such sharing of patient data, You must be comfortable with whom the data is being shared with and ensure You have appropriate agreements in place with such third parties.

Keeping Patient Data Safe, Secure and Confidential

Whilst identifying patients suitable for a Pathway Module, no patient data is removed from their secure medical record unless You agree to share such data as described above. Only the data needed to validate a Pathway Module's cohort definition and to establish Pathway Module feasibility is processed. Any additional data processing will be governed by the terms and conditions for each specific Pathway Module.

Communications from a Pathway Module

Certain Pathway Modules may allow You (and the organisation(s) You have authorised) to contact patients identified in a Pathway Module. You may be able to communicate to one or multiple patients identified in the Pathway Module via the available communication methods such as SMS, email or by generating letters. You will be able to see a history of communications to a patient on the Individual Patient View within Pathway from both You and any Care Provider You have chosen to share patient data with.

AGREEMENT FOR PATHWAY

PLEASE READ CAREFULLY BEFORE PROCEEDING WITH THIS SERVICE:

The Agreement is a legal agreement between You, the organisation, acting on behalf of itself and all its Authorised Users (as defined) using this service (**"You", "Your" or "Customer"**) and Egton Medical Information Systems Limited, trading as EMIS, a company incorporated in England and Wales (company number 2117205) whose registered office is at Fulford Grange, Micklefield Lane, Leeds, LS19 6BA (**"EMIS", "us" or "we"**). The Agreement relates to Your sharing of certain patient data with us, which we will use on Your behalf to deliver the Service (as defined below) to You.

IMPORTANT NOTICE TO ALL CUSTOMERS:

- BY CLICKING ON THE "ACCEPT" BUTTON, THE USER ACCEPTING THE TERMS OF THE AGREEMENT REPRESENTS AND WARRANTS THAT THEY HAVE THE AUTHORITY TO BIND THE CUSTOMER AND THE CUSTOMER AGREES TO THE TERMS OF THE AGREEMENT WHICH WILL BIND THE CUSTOMER AND ALL OF ITS AUTHORISED USERS. THE TERMS OF THE AGREEMENT INCLUDE, IN PARTICULAR, LIMITATIONS ON LIABILITY IN CLAUSE 8 AND YOUR RESPONSIBILITIES IN SCHEDULE 1.

- IF YOU DO NOT AGREE TO THE TERMS OF THE AGREEMENT, YOU SHOULD NOT SHARE THE DATA WITH US AND YOU MAY NOT RECEIVE THE SERVICE FROM US.

You should keep a copy of these terms and conditions for future reference.

1 Definitions

1.1 In the Agreement, the following words shall have the following meanings:

Affiliate means in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time.

Agreement means the clauses of these terms as may be varied or amended from time to time in accordance with this agreement, including any Schedules attached hereto and any Appendices to such Schedules together with any relevant Pathway Module Summaries.

Applicable Law means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the performance of the parties' respective obligations under the Agreement.

Authorised Users means the individual users of the Customer (whether employed by the Customer or not) that use the Service under the terms of the Agreement through the Customer's account as more particularly set out in clause 5.1.

Care Provider means an NHS body, or private healthcare provider, commissioned by the NHS to deliver care and treatments to Patients and with whom You may be able to share Potential Participant Data with, in accordance with the terms of the Agreement. Examples include secondary care centres, another site in a primary care network, an NHS hospital trust or an operational delivery network.

Confidential Information means information (in any format) that falls within any of the following categories: (a) it relates to, includes or comprises terms and conditions of the Agreement; (b) it is Customer Data; (c) it is marked as "confidential" (or similar); (d) it is of a nature that a reasonable person would (in all the circumstances) consider confidential, including: (i) information concerning a party's business operations or affairs, including research and development efforts, inventions, drawings, models, trade secrets, know-how, products, processes, techniques, equipment, marketing, market opportunities, plans, intentions, relationships with customers and suppliers, finances, personnel, computer software, and algorithms; and (ii) similar information of third parties that a party maintains in confidence; or (e) any combination of the foregoing.

Control means the beneficial ownership of more than 50% of the issued share capital of a company or the legal power to direct or cause the direction of the general management of a party, and "Controls", "Controlled" and the expression "change of Control" shall be construed accordingly.

Controller has the meaning given under the Data Protection Laws.

Customer Cause means anything which results directly or indirectly from Your: (a) breach of the Agreement; and/or (b) delay or failure in performing Your own obligations under the Agreement (including those set out in clause 5 and Schedule 1), or in providing notices, arrangements, engagement, access, assistance or information to EMIS in a sufficiently timely or accurate manner.

Customer Data means data (including Personal Data) obtained by You or on Your behalf and shared with EMIS (including via EMIS Web and Status Data) under the Agreement, as more particularly described in the Appendix to Schedule 3.

Data Deliverables means any datasets produced by EMIS in performing the Services, including the Patient Number Output and list of Potential Participants (each as defined in Schedule 2) for each Pathway Module, but excluding any Meta Data.

Data Protection Laws means: (i) the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679) ("**GDPR**") as incorporated into domestic United Kingdom law by the European Union (Withdrawal Agreement) Act 2020 and amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2020 (the "**UK GDPR**"); (ii) the Privacy and Electronic Communications Regulations 2003; and (iii) any binding guidance or codes of conduct issued by the Data Protection Regulator from time to time.

Data Protection Regulator means the Information Commissioner's Office and any successor body from time to time.

Data Sharing Agreement means the data sharing agreement for the relevant Pathway Module which provides for the sharing of Potential Participant Data with a Care Provider.

Data Subject has the meaning given under the Data Protection Laws.

Disclosing Party has the meaning set out in clause 15.1.

Dispute has the meaning set out in clause 16.11.

Effective Date means the date upon which You accept the terms of the Agreement, by clicking on the 'Accept' button.

EMIS Materials means Pathway, each Pathway Module, the Pathway Logic and any other materials provided by EMIS pursuant to the Agreement or otherwise generated by EMIS under or in connection with the Agreement (but excluding the Data Deliverables).

EMIS Web means EMIS' proprietary electronic patient record system provided to GP's.

EMIS-X means EMIS's EMIS X service which forms part of the EMIS Web service.

Excluded List has the meaning set out in paragraph 5(c)(ii) of Schedule 2.

Feasibility Reports means outputs of the Feasibility Service to be provided to You in accordance with the terms of the Agreement.

Feasibility Service means a service whereby we undertake searches on Your behalf in order to confirm whether a proposed Pathway Module may be viable with a view to increasing the number of Pathway Modules which are potentially available to You and Your patients via Pathway pursuant to (and as described in) paragraph 1 of Schedule 2. These searches are typically undertaken at an earlier stage of pathway design than Pathway Module Validation Service.

Included List has the meaning set out in paragraph 3(c)(i) of Schedule 2.

Intellectual Property Rights means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including

know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Medical Device has the meaning set out in the Medical Device Laws i.e. any functionality intended to diagnose, treat, prevent, predict, monitor, prognose or alleviate disease. This particularly applies where the software is intended to provide information, which is used to make decisions with diagnostic or therapeutic purposes.

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

Meta Data means the data described in clause 12.

MHRA means the Medicines and Healthcare products Regulatory Agency.

Notice has the meaning set out in clause 16.11.

Patient(s) means the patient(s) registered with Your GP practice.

Patient Number Output has the meaning set out in paragraph 3(a) of Schedule 2.

Pathway means an application or feature which can be accessed via EMIS Web that enables You to access the Pathway Module(s), subject to acceptance of the relevant Pathway Module Summary, and to select from Potential Participants for participation in the Pathway Module(s).

Pathway Logic has the meaning set out in clause 8.6.

Pathway Module means an algorithm, search or similar functionality that is designed to allow You to identify relevant Patient cohorts who have, or who may be at risk of, a particular medical condition or who may benefit from some form of treatment or intervention in each case as more particularly described in the relevant Pathway Module Summary. These algorithms and searches are based on the structured (or coded) data in a person's electronic health record within EMIS Web.

Pathway Module Summary has the meaning set out in clause 3.

Permission means the permission and authority to act on behalf of the Customer in relation to the use of Pathway as designated by the relevant user having access to EMIS-X.

Personal Data has the meaning set out under Data Protection Laws.

Personal Data Breach has the meaning set out under Data Protection Laws.

Potential Participant(s) has the meaning set out in paragraph 3(b) of Schedule 2.

Potential Participant Data has the meaning set out in paragraph 4 of Schedule 2.

Privacy Notice means the notice containing the information required to be provided to a Data Subject by the Data Protection Laws.

Process has the meaning set out under Data Protection Laws (and "Processes" and "Processing" shall be construed accordingly).

Processor has the meaning given under the Data Protection Laws.

Recipient Party has the meaning set out in clause 15.1.

Service(s) means the services to be delivered by EMIS pursuant to the Agreement and as set out in Schedule 2 (Services Description).

Sponsor means the sponsor, if any, of the relevant Pathway Module as set out in the Pathway Module Summary.

Sponsor Terms means the terms and conditions of the Sponsor in relation to use of a relevant Pathway Module (or part thereof, including any underlying algorithm) by You, which You must agree to through the relevant Pathway Module Summary.

Staff means in respect of either party any staff engaged by such party (including employees as well as any agents and sub-contractors) in connection with the Agreement.

Status Data means information that can be added and/or amended (as determined by the relevant Pathway Module) to the Potential Participant Data within the relevant Pathway Module in relation to the Potential Participant's 'journey' through the Pathway Module. Status Data may include, for example:

i. Potential Participant status: a) awaiting contact, b) contacted, c) added to pathway for investigation / treatment or, d) no further action required;

ii. Potential Participant preferred contact method: a) SMS, b) phone, c) Letter, d) face to face or, e) other;

iii. details of screenings, consultations or treatments provided to the Potential Participant; and/or

iv. potential reason for not proceeding to pathway for investigation / treatment: a) not eligible, b) Potential Participant declined, c) unable to contact or, d) other.

Working Days means any day between Monday and Friday (other than any public holiday in England and Wales).

2 Interpretation

2.1 Clause, attachment, schedule, appendix and paragraph headings shall not affect the interpretation of the Agreement.

2.2 A reference to: (i) a person includes an individual, corporate or unincorporated body (whether or not having separate legal personality) and that person's legal and personal representatives, successors or permitted assignees; (ii) a company shall include any company, corporation or other body corporate, wherever and however incorporated or established; (iii) words in the singular shall include the plural and vice versa; (iv) one gender shall include a reference to the other genders; and (v) a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it; and (vi) writing or written includes e-mail, (provided that, in respect of correspondence sent from You to EMIS, that the same is sent to contracts@emisgroupplc.com) but not faxes; and (vii) clauses and schedules are to the clauses and schedules of the Agreement; references to paragraphs are to paragraphs of the relevant schedule to the Agreement.

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

3 Pathway Module Summaries

3.1 From time to time, EMIS may display to You within Pathway, details of upcoming Pathway Modules which are taking place, including details of the Sponsor (if any), any Sponsor Terms (if any), a summary of what the Pathway Module relates to, whether there's an option to share Potential Participant Data with a Care Provider and, if so, what that Potential Participant Data will include, which will constitute an offer from us for You to use the relevant Pathway Module (each, collectively, a "**Pathway Module Summary**"). If You wish to use the particular Pathway Module, You must accept the terms of the relevant Pathway Module Summary, as made available to You in Pathway, following which the parties will have entered into a Pathway Module Summary.

3.2 Each Pathway Module Summary You accept from time to time in accordance with clause 3.1, forms part of the Agreement and shall have effect as if set out in full in the body of the Agreement. Any reference to the Agreement includes any agreed Pathway Module Summary (as amended in writing from time to time).

3.3 If there is any conflict or inconsistency between the terms in the various parts of the Agreement, the following order of priority shall prevail (unless explicitly stated otherwise in any agreed Pathway Module Summary):

(a) these clauses;

(b) the Schedules; and

(c) any agreed Pathway Module Summary.

3.4 The clauses and the Schedules of the Agreement shall apply to any Pathway Module Summary which is agreed between the parties from time to time.

3.5 Each agreed and signed Pathway Module Summary shall be part of the Agreement (in respect of the relevant Pathway Module) and shall not form a separate contract to it.

3.6 Where relevant, You must also agree to the Sponsor Terms which shall form a direct contract between You and the relevant Sponsor.

4 Services and Data Deliverables

4.1 Subject to Your compliance with the Agreement, in particular providing and obtaining the relevant consents, permissions and approvals set out in Schedule 1, EMIS shall provide the Services in accordance with the terms of the Agreement.

4.2 EMIS shall provide and support the Services with reasonable care and skill.

5 Service Activation and Authorised User(s)

5.1 Upon acceptance of the Agreement, EMIS shall use its reasonable endeavours to add the Service, and make the Service available to, all EMIS Web user accounts within Your organisation that have Permission (the "**Authorised Users**").

5.2 EMIS may from time to time send communications to Authorised Users to let them know that the Service has been activated for the practice, and added to their EMIS Web account, to give them information about the Service and to inform them when new Pathway Modules are available to them to access in the Service.

5.3 In relation to the Authorised Users, You:

(a) are and shall at all times remain responsible for the acts and omissions of all Authorised Users as if they were Your acts and/or omissions; and

(b) will ensure that the terms of the Agreement are brought to the attention of all Authorised Users and that all Authorised Users comply with such terms.

5.4 Without prejudice to any other rights EMIS may have under the Agreement, if an Authorised User breaches any term of the Agreement, EMIS shall be entitled to suspend such Authorised User's access to, and/or use of, the Service. Any suspension shall continue until a resolution to the relevant breach(es) has been achieved or as otherwise agreed with EMIS.

6 Your Responsibilities

6.1 Without prejudice to Your other obligations set out under the Agreement, You shall:

(a) provide EMIS with the Customer Data;

(b) provide and obtain the relevant consents, permissions and approvals, and otherwise perform Your obligations set out in with Schedule 1 and as required by Applicable Law; and

(c) comply with the provisions of any Sponsor Terms as set out in a relevant Pathway Module Summary (if any).

7 Intellectual Property Rights

Customer Data

7.1 In relation to Customer Data, the parties acknowledge that You and/or Your licensors, shall own all Intellectual Property Rights in and to the Customer Data and EMIS shall have no rights in or to the same other than the right to use the same in accordance with the terms of the Agreement.

7.2 You hereby grant to EMIS, or shall procure the grant to EMIS of, a non-exclusive, royalty-free, licence for the duration of the Agreement, to use the Customer Data for the purposes of performing its obligations under the Agreement.

Data Deliverables

7.3 In relation to the Data Deliverables, the parties acknowledge that You shall own all Intellectual Property Rights in the same and EMIS shall have no rights in or to the same other than the right to use the same in accordance with the terms of the Agreement.

7.4 You grant to EMIS, or shall procure the grant to EMIS of, a non-exclusive, royalty-free, sub-licensable licence to use the Data Deliverables for purpose of performing its obligations and exercising its rights under the Agreement.

EMIS Materials

7.5 In relation to the EMIS Materials, the parties acknowledge that EMIS (or its third party licensors) owns all Intellectual Property Rights in the same and You shall have no rights in or to the same other than the right to use the same in accordance with the terms of the Agreement.

7.6 EMIS hereby grants to You a non-exclusive, royalty-free, licence for the duration of the Agreement, to use the EMIS Materials for the purposes of performing Your obligations and exercising Your rights under the Agreement.

7.7 The parties acknowledge that any rights granted by EMIS to You in respect of accessing and using EMIS Web for the purposes of this Agreement, are granted pursuant to, and subject to separate terms agreed between the parties. Accordingly, the licence restrictions relating to Your use of EMIS Web set out under the separate agreement between us, will also apply in relation to Your use of Pathway, the terms of which are incorporated herein by reference.

7.8 Neither party shall do, or authorise any party to do, any act which would or might invalidate or be inconsistent with any Intellectual Property Rights of the other party, and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect or character.

7.9 Each party shall, for the duration of the Agreement, at the other party's expense, take all such steps as the other party may reasonably require to assist the other party in maintaining the validity and enforceability of any Intellectual Property Rights licensed and/or created by the other party under the Agreement.

8 Limitation of Liability

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

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

(b) any indemnity given in the Agreement;

(c) fraud or fraudulent misrepresentation; and/or

(d) any other liability which may not otherwise be limited or excluded under Applicable Law.

8.2 Subject to clause 8.1, neither party shall under any circumstances whatsoever be liable to the other party, whether in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, for any:

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

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

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

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

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

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

8.3 Subject to clause 8.1 and clause 8.2, the aggregate liability of each party to the other arising out of or in connection with the Agreement whether arising from contract, tort (including negligence or breach of statutory duty) or otherwise shall be limited to £10,000 (ten thousand pounds).

8.4 EMIS does not guarantee that access to and use of Pathway and/or the Pathway Module will always be available or be uninterrupted. EMIS will not be liable to the Customer if for any reason Pathway and/or the Pathway Module are unavailable at any time or for any period. Pathway and the Pathway Module are provided by EMIS on an "as is" and “as available” basis, with any and all faults as may be present.

8.5 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Agreement (including, any terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982).

8.6 Unless created by EMIS (as notified to You in a relevant Pathway Module Summary), any algorithms or search criteria used or provided as part of a Pathway Module have been created by a third party (which may include the Sponsor) who is responsible for ensuring clinical relevance and accuracy (including undertaking any research, reviews and accreditation of such algorithm or criteria) (the “**Pathway Logic**”). As part of the Services, EMIS shall use its reasonable endeavours to appropriately adopt the relevant Pathway Logic into EMIS’s systems and make sure it works in respect of data held in EMIS Web however, EMIS makes no warranty in relation to the accuracy of, and shall have no liability to You whatsoever in relation to, the underlying Pathway Logic.

8.7 EMIS will not be in breach and will not be liable to You (and You shall not be entitled to terminate for breach or to exercise any other remedy under the Agreement) to the extent that EMIS’s performance of its obligations under the Agreement is delayed, prevented, impacted or otherwise affected by a Customer Cause.

8.8 You shall indemnify EMIS, keep EMIS indemnified and hold EMIS harmless, against all claims, fines, actions and proceedings (to include, legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by EMIS due to a breach by You of Your obligations under the following provisions of the Agreement: clause 9 (Clinical use of the Services); clause 10 (Warranties and compliance with Applicable Law), clause 15 (Confidentiality) and/or Schedule 3 (Data Processing).

9 Clinical use of the Services

9.1 You acknowledge and agree that:

(a) You are responsible for all decisions, acts, and omissions of any persons in connection with the delivery of medical care or other services to any patients in connection with the use of the Services and must exercise your own clinical judgment at all times;

(b) the Services may facilitate use of algorithms, Medical Devices, searches and other tools which may provide You with information intended to assist You and/or end users in the delivery of medical care, however, these should not be viewed as prescriptive or authoritative on their own. Such materials are not a substitute for, and You shall ensure that each user applies in conjunction with the use thereof, independent professional medical judgment, and You must not use such materials in any system that provides medical care without the participation of properly trained personnel and/or the provision of clinical care to patients where personnel have not had appropriate training;

(c) it is Your responsibility to ensure that any information relating to the care of Your Patients is properly and appropriately recorded within Your Patients' medical records (noting that Pathway is not a clinical or document management system); and

(d) neither EMIS (nor any of its third-party licensors or any Sponsor) shall have any liability whatsoever to You, any of Your Patients or any other party in respect of any decision or action taken (including the provision of medical care) by You or any of Your Authorised Users as a consequence of Your use of the Services.

9.2 In the event that any Pathway Module qualifies as a Medical Device:

(a) EMIS shall comply with its obligations under the relevant Medical Device Laws in respect of such Medical Device; and

(b) You shall ensure that You only use such Pathway Module(s) in line with the intended purpose and instructions for use for that Pathway Module. You agree and acknowledge that a Pathway Module qualifying as a Medical Device does not absolve You from Your obligations under clause 9.1 and that EMIS shall have no liability to You whatsoever in the event that You use the relevant Pathway Module in breach of this clause 9.2(b).

9.3 Where a Care Provider is being engaged to provide clinical services/care to Your Patients, any liability arising out of such services/care is a matter between You and the relevant Care Provider.

10 Warranties and compliance with Applicable Law

10.1 You hereby warrant, represent and undertake that as of the Effective Date You have, and throughout the duration of the Agreement, shall continue to hold, all relevant approvals, rights, consents, permits and licences in relation to You performing Your obligations and exercising Your rights under the Agreement.

10.2 Both parties shall, in performing their respective obligations under the Agreement, comply with Applicable Law.

11 Data Processing

The parties acknowledge and agree that Schedules 2 (Services) and 3 (Data Processing) shall apply in relation to any Personal Data under or in connection with the Agreement.

12 Meta Data

12.1 You agree that EMIS can track usage information in respect of Your use of the Services and use such meta or other anonymous data as it deems appropriate (including providing the same to the Sponsor(s) and/or NHS England / Care Provider(s)). All data is tracked and presented in a fully anonymised form and is combined with the same data from all or some of the other participating practices in the Pathway Module before being used and/or shared. No details about any of Your Patients will be recorded or shared. Information that EMIS may track includes:

(a) number of times a Pathway Module is accessed;

(b) number of Potential Participants identified by a Pathway Module;

(c) number of Potential Participants excluded by participating GP practices;

(d) number of Potential Participants shared with a relevant Care Provider;

(e) the above broken down by relevant patient demographics (i.e. age ranges of Potential Participants and/or regional location providing always that no Patients can be identified by such data) and user information;

(f) number of Potential Participants marked at each stage of a Pathway Module journey by a Care Provider which may include any relevant Status Data; and

(g) such other analytical data regarding the use of Pathway by its users as EMIS deems relevant and appropriate.

13 Termination

13.1 The Agreement shall commence on the Effective Date and shall continue unless and until terminated by either party in accordance with this clause 13. Each Pathway Module Summary shall commence on the date upon which You have agreed to enter into that particular Pathway Module and shall expire upon the removal of the relevant Pathway Module by EMIS (unless terminated earlier or suspended in accordance with this clause 13).

13.2 You may terminate the Agreement for convenience, at any time, by notifying EMIS and by deactivating the data sharing setting on EMIS Web for Pathway.

13.3 The Agreement may be terminated with immediate effect by either party (the "**first party**") by written notice to the other party in the event of one or more of the following scenarios:

(a) if the other party ceases to carry on business or goes into liquidation (other than voluntary liquidation for the purpose of a bona fide solvent reconstruction or amalgamation the terms of which have been approved in advance by the first party in writing) or is dissolved or struck off;

(b) if the other party is unable to pay its debts as they fall due or suffers the appointment of a receiver, administrative receiver or administrator (or any similar official or process under the law of its domicile or place of incorporation) of the whole or any part of its assets or is the subject of any bankruptcy proceedings; and/or

(c) if the other party is in material breach of any provisions of the Agreement (or, where relevant, Sponsor Terms) and fails to remedy such breach (where it is capable of being remedied) within 30 days of notice from the first party specifying such breach.

13.4 EMIS may, without prejudice to its other rights and remedies, suspend or terminate the Agreement and/or any Pathway Module without liability to You at any time by giving notice to You (in the case of a Pathway Module, such notice to include the removal of access to the relevant Pathway Module). Examples of instances where EMIS may choose to exercise this right include where the pilot of a Pathway Module has finished, EMIS identifies a clinical or data protection issue/risk and/or where EMIS, acting reasonably considers it is suffering or at risk of suffering reputational damage and/or where a Sponsor suspends or terminates a Pathway Module.

13.5 Upon termination or expiry of the Agreement, all relevant Pathway Modules and Pathway Module Summaries shall also terminate with immediate effect. Suspension, termination or expiry of a Research Study Summary will not, unless the parties expressly agree otherwise in writing, result in the termination or expiry of the remainder of the Agreement.

14 Effect of Termination

14.1 Termination or expiry of the Agreement shall be without prejudice to any rights of either party which may have accrued up to the date of such termination.

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

14.3 Without prejudice to the generality of clause 14.2, the provisions of clauses 1, 2, 5, 7, 8, 11, 14, 15 and 16 shall survive any termination or expiry of the Agreement, howsoever arising.

14.4 Upon expiry or termination of the Agreement, howsoever caused:

(a) all licences granted hereunder shall automatically terminate and You and Your Authorised Users will no longer be able to use the Services;

(b) EMIS shall remove access to Pathway for all Authorised Users; and

(c) each party shall, at the option of the other party, return or securely destroy all Confidential Information of the other party.

15 Confidentiality

15.1 Subject to clauses 15.2 and 15.3 and save as otherwise expressly provided in the Agreement, neither party shall during the term of the Agreement or thereafter for a period of 2 years, disclose to any person or use for any purpose any Confidential Information obtained by it (the "**Recipient Party**") from the other (the "**Disclosing Party**") in connection with the Agreement but the Recipient Party may:

(a) disclose Confidential Information to such of its Staff or professional advisers (which shall include, lawyers, accountants and auditors) who require such disclosure where legitimately necessary for the proper performance of their duties; and/or

(b) use Confidential Information in the proper exercise of its rights and the performance of its obligations under the Agreement.

15.2 The Recipient Party shall use its reasonable endeavours to minimise the risk of unauthorised disclosure or use and undertakes to take proper care and all reasonable measures to protect the confidentiality of the Confidential Information using not less than the standard of care as it applies to its own Confidential Information.

15.3 The restrictions on use and disclosure of Confidential Information under clause 15.1 shall not apply to any Confidential Information which:

(a) was already known to the Recipient Party prior to its receipt thereof from the Disclosing Party;

(b) was subsequently disclosed to the Recipient Party lawfully by a third party who did not obtain the same (whether directly or indirectly) from the Disclosing Party;

(c) was in the public domain at the time of receipt by the Recipient Party or has subsequently entered into the public domain other than by reason of the breach of the provisions of this clause 15 or any obligations of confidence owed by the Recipient Party to the Disclosing Party; and/or

(d) is required to be disclosed by Applicable Law.

15.4 Confidential Information shall be subject to the obligations of confidence in this clause 15, irrespective of whether communicated orally or in writing by the Disclosing Party or its representatives or obtained through observations made by representatives of the Recipient Party at the premises of the Disclosing Party.

15.5 Confidential Information shall not be exempted under clause 15.3 from restriction under the Agreement by reason only that:

(a) some or all of its features (but not the combination and/or principle thereof) are or become public knowledge or are in the possession of or become available to the Recipient Party as mentioned in clause 15.3; or

(b) such information could be derived or obtained from information which is or becomes public knowledge or is in the possession of or becomes available to the Recipient Party as mentioned in clause 15.3 if so to obtain or derive it would require substantial skill, labour or expense.

15.6 Nothing in this clause 15 shall prevent the Recipient Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent

that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of its Intellectual Property Rights.

16 General Terms

16.1 Publicity

You hereby agree that EMIS and, where relevant a Sponsor, shall both be permitted to publicise their respective involvement with You in relation to the Agreement/ the relevant Pathway Module(s). You will have the right to review any proposed statement or release from EMIS and or a relevant Sponsor.

16.2 Waiver

(a) A waiver of any right under the Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

(b) Unless specifically provided otherwise, rights arising under the Agreement are cumulative and do not exclude rights provided by law.

16.3 Force Majeure

Neither party shall have any liability to the other under the Agreement if it is prevented from, or delayed in performing, its obligations under the Agreement or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including: strikes, lock-outs or other industrial disputes (whether involving the workforce of either party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm.

16.4 Relationship

Nothing in the Agreement creates a joint venture, relationship of partnership or agency between the parties. Accordingly, except as expressly authorised under the Agreement neither party has authority to pledge the credit of or make any representation or give any authority to contract on behalf of another party. No Staff of EMIS shall be construed as being an employee of the Customer by virtue only of the Agreement or the performance of EMIS's obligations under the Agreement.

16.5 Assignment and Sub-Contracting

(a) EMIS may assign or sub-contract any of its rights and/or obligations under the Agreement to any of its Affiliates or any other third parties. EMIS will use reasonable endeavours to give You notice in writing in respect of any assignment.

(b) Subject to clause 16.5(a) and subject to EMIS' right to appoint sub-contractors who are sub-processors pursuant to paragraph 1.5 of Schedule 3, neither party may assign or sub-contract any of its rights or obligations under the Agreement to any other third party without first obtaining the express written consent of the other party (such consent not to be unreasonably withheld or delayed).

16.6 Severability

Notwithstanding that the whole or any part of any provision of the Agreement may prove to be illegal or unenforceable the other provisions of the Agreement and the remainder of the provision in question shall remain in full force and effect.

16.7 Variations

(a) We reserve the right to amend the terms of the Agreement from time to time by giving You notice either by updating the Agreement online, in accordance with clause 16.8 and/or by posting an update on EMIS Now.

(b) If any change to the Agreement would have a material effect on You, we will give not less than thirty days' notice in writing (in accordance with clause 16.8 and/or by posting an update to EMIS Now) of the relevant amendment. Where You do not accept such amendment to the Agreement, You may terminate the Agreement immediately, at any time up to the expiry of the notice, by deactivating the data sharing setting on EMIS Web and ceasing to use the Services.

(c) If You continue to use the Service(s) following notification (or, as relevant, expiry of such notification) of any amendments made pursuant this clause 16.7, then You will be deemed to have accepted the same (and the Agreement is varied accordingly).

16.8 Notices

(a) Subject to clause 16.7, any notice required under the Agreement shall be given in writing and in the English language and sent to the address of the party for which it is intended to be given, or such other address as shall have been notified to the other party in accordance with this clause and be sent by registered post or equivalent, courier or other electronic transmission; and

i. if posted, shall be deemed to have been received three Working Days after the date of posting or, in the case of a notice to an addressee not in the country of the sender, ten Working Days after the date of posting; or

ii. in the case of email, upon confirmation of complete receipt being given by the intended recipient party (which in the case of EMIS shall be sent to contracts@emisgroupplc.com marked for the attention of Legal Counsel); or

iii. if couriered, on delivery.

16.9 Third Party Rights

Save for any rights conferred on the Sponsor and or any of EMIS' Affiliates, the Agreement does not create or confer any rights or benefits enforceable by any person not a party to it (within the meaning of the Contracts (Rights of Third Parties) Act 1999).

16.10 Entire Agreement

The Agreement constitutes the entire agreement and understanding between the parties relating to the subject matter. Except as may be expressly stated in the Agreement, it supersedes and cancels all prior agreements, statements, representations, understandings, negotiations and discussions, whether oral or written, between the parties. Each of the parties acknowledges and agrees that in entering into the Agreement it has not relied on (or has been induced to enter into the Agreement by) any statement, representation, warranty or understanding made prior to the Agreement. Nothing in this clause shall exclude any liability in respect of any misrepresentations made fraudulently.

16.11 Dispute Resolution

(a) Subject to clause 16.11(d), any dispute arising out of or in connection with the Agreement (each a "**Dispute**") shall be referred by either party first to the authorised representatives of each of the parties for resolution.

(b) If the Dispute cannot be resolved by the authorised representatives of the parties within ten (10) Working Days after the Dispute has arisen, either party may give notice to the other party in writing (each a "**Notice**") that a Dispute has arisen.

(c) Within ten (10) Working Days after the date of the Notice, the Dispute shall be referred to a senior executive of each of EMIS and Customer for resolution. If the Dispute is not resolved by agreement in writing between the parties within ten (10) Working Days after the date of the Notice, then each

party shall be entitled to pursue such remedies as may be available to it under the Agreement or otherwise at law or in equity.

(d) This clause 16.11 is without prejudice to either party's right to seek interim relief against the other party (such as injunction) through local courts, as defined herein, to protect its rights and interests.

16.12 Applicable Law and Jurisdiction

(a) The Agreement and any matters (whether contractual or non-contractual) arising out of or in connection with the Agreement shall be governed by and construed in accordance with the laws of England and Wales.

(b) The parties submit and agree to the exclusive jurisdiction of the English Courts.

16.13 Counterparts

The Agreement may be executed in counterparts, all of which shall constitute one agreement between the parties.

Schedule 1

Your Responsibilities

1. Initial instructions and consents

By accepting these terms, You hereby instruct EMIS to process the Customer Data in order to deliver the Services described in Schedule 2 and You hereby confirm that You will comply with all of Your responsibilities as set out in this Schedule 1.

You hereby confirm that by providing Your instructions, approvals and consents set out herein, EMIS is hereby instructed to and fully authorised to perform the Services set out in Schedule 2 without having to obtain any subsequent approvals or consents from You (and as a Processor, EMIS is not required to obtain any consents from Data Subjects).

2. Keeping Patient information accurate and up to date

It is Your responsibility to ensure that information regarding Your Patients in EMIS Web is accurate and up to date, including in respect of relevant clinical codes, contact consents and opt outs. The outputs generated by EMIS pursuant to the Services will only be as accurate as the information which You make available to us. In particular, You must ensure that, before EMIS performs its obligations pursuant to Schedule 2, the Patient information in EMIS Web is updated to ensure that the necessary codes are applied so that the following classes of individuals are automatically excluded from participation in the Pathway Module:

a) deceased Patients;

b) Patients who are no longer registered with You; and

c) such other exclusions as may be notified to You in the relevant Pathway Module Summary.

3. Other obligations

a) You are responsible for ensuring You have a lawful basis to provide EMIS with the instructions to process personal data in accordance with the Agreement, including sharing relevant Customer Data with a Care Provider.

b) Where relevant (as set out in a relevant Pathway Module Summary), in Your capacity as a Controller, in respect of each Potential Participant, You hereby instruct EMIS to share the Potential Participant Data with a relevant Care Provider in accordance with paragraph 5 of Schedule 2.

c) A breach by Customer of its obligations under this Schedule 1 shall constitute a material breach incapable of remedy for the purposes of clause 13.3.

Schedule 2

Services Description

Subject strictly to You providing the necessary instructions, approvals and consents and otherwise fulfilling Your obligations set out in Schedule 1, EMIS shall perform the following Services.

1. Feasibility

a) Overview

From time to time potential pathway sponsors may contact EMIS about potential care pathways or topics of interest which may result in care pathways which may be relevant to primary care. By entering into the Agreement, You hereby appoint EMIS to deliver the feasibility service to You and to liaise with pathway sponsors on your behalf.

The Feasibility Service involves us taking a request from a potential sponsor and then running a search on behalf of You (and the other participating organisations) in order to see if a Pathway Module is viable for the sponsor to provide to You.

The information provided to the potential sponsor will be limited to achieve the purpose above. This same information will be made available to You (though potentially not the identity of the potential sponsor where this is identified as being commercially sensitive).

b) Details of processing

As part of the Feasibility Service, You hereby instruct EMIS to undertake the following processing of Customer Data: run searches pursuant to queries raised by potential sponsors so as to determine, when viewed across the whole of the potential participating practices, whether the relevant Pathway Module appears to be potentially viable.

EMIS will publish the Feasibility Reports and make them available to You. Where it is permitted to do so, it will include details of the relevant sponsor/requestor. In addition, You hereby expressly permit us to share this anonymised data along with any other anonymised data created through the provision of the Feasibility Service with the relevant potential sponsor and/or NHS organisation(s) in connection with the Feasibility Service.

2. Pathway Module Validation Service

c) Overview

The "**Pathway Module Validation Service**" involves EMIS carrying out a series of checks and balances on each Pathway Module, necessary to ensure that such Pathway Module is only made available to You in Pathway if it is:

i. configured appropriately to work with the primary care data (i.e. Customer Data) in EMIS Web (so as to only identify those Patients that the Pathway Module intends or is purposed to identify); and

ii. of relevance to You i.e. Your practice is within the catchment area(s) for any relevant Care Provider(s) and/or You have Patients that are eligible.

This helps safeguards the integrity of the Service being delivered to You, minimising the risk of You incorrectly referring Patients for screen/treatment who do not meet the relevant search criteria for the Pathway Module (i.e. avoiding a situation where the Pathway Module isn't optimised to best identify patients who have the relevant illness, disease or other medical condition or is at risk of the same) and tailoring the Pathway Modules You see in Pathway.

EMIS' clinical and ethical sign-offs mean that EMIS only presents Pathway Modules to You that meet appropriate standards, with each Pathway Module reviewed on a case-by-case basis. If a Pathway Module does not pass through the Pathway Module Validation Service successfully, EMIS will ensure that it is not made available to You within Pathway.

d) Details of processing

As part of the Pathway Module Validation Service, You hereby instruct EMIS to undertake the following processing of Customer Data to help ensure viability of each Pathway Module:

i. review, test and, where relevant amend, the 'pathway cohort definition' (being the technical definition of who should be identified by the Pathway Module – expressed in SNOMED / dm+d or other codes) for the Pathway Module, and validate this against Customer Data. This would be a first step before a Pathway Module can be surfaced to You in Pathway and is necessary to ensure that the cohort definition can and will work appropriately with Customer Data to identify relevant Patients;

ii. carry out pre-deployment testing of the Pathway Module, using Customer Data – this is a necessary step prior to deployment of the Pathway Module in a clinical care setting, to ensure: (i) the Pathway Module can support the highest standard of clinical safety, and (ii) that there are no discrepancies or issues with the Pathway Module which may not have been identified whilst testing the Pathway Module using dummy data;

iii. establish the feasibility of a Pathway Module across all Pathway GP practices, using the refined pathway cohort definition, to help ensure that Pathway Module(s) are deployed in areas where there are appropriate numbers of eligible patients to make the Pathway Module useful (including, where relevant, ensuring that there is a relevant Care Provider within Your area) and/or so we only make Pathway Modules available to You in Pathway that are relevant to You. For example, ensuring You do not see pathways that rely on Care Provider(s) and there are no Care Provider(s) close enough to Your practice (however, for the avoidance of doubt, EMIS will not share any Customer Data or Data Deliverables with other GP practices as part of this processing); and

iv. Data Deliverables - Create anonymised datasets that are necessary in order to demonstrate validation of the pathway cohort definition in accordance with paragraph 1(d)(i) and/or to show the number of patients who would potentially be eligible for participation in a particular Pathway Module (including by reference to key factors such as location). You hereby expressly permit us to share this anonymised data with a relevant Sponsor and/or any relevant NHS body involved with the Pathway Module (such as NHS England), including to demonstrate the efficacy and accuracy of the Pathway Module Validation Service.

For the avoidance of doubt, in the context of any processing undertaken by EMIS in relation to the Pathway Module Validation Service, Your Personal Data will not be viewable by EMIS's employees and/or shared with any Sponsor and/or any relevant NHS body involved with the Pathway Module (such as NHSE), or other parties and EMIS will use Customer Data only to deliver the Service.

3. Determining the Pathway Module Participants

In relation to Pathway Module(s) that successfully pass through the Pathway Module Validation Service phase, You instruct EMIS to subsequently use the Customer Data within EMIS Web to provide You with the following outputs:

a) the number of Patients ("**Patient Number Output**"); and

b) a list of Patient names ("**Potential Participants**") (with such list only being visible to You and only once You have agreed to the relevant Pathway Module Summary),

who might be eligible for participation in the Pathway Module.

4. Making the Data Deliverables available to You

a) EMIS shall use its reasonable endeavours to make the Patient Number Output and the list of Potential Participants available for You to view in Pathway, in respect of each Pathway Module. This list may include some or all of the following information in relation to each Potential Participant (the "**Potential Participant Data**"):

i. personal information: full name, sex, age, date of birth, ethnicity, primary language (inc. whether interpreter required), language preferred;

ii. NHS number;

iii. contact information: full address, home phone number, mobile phone number, email address;

iv. name of Your GP practice and the name of the usual GP for the relevant Potential Participant;

v. any relevant search category (also known as risk category) for the Pathway Module i.e. why the Potential Participant has been identified by the Pathway Module;

vi. Status Data recorded in the Pathway Module by You; and

vii. any other data as specified in the relevant Pathway Module Summary.

b) Each time an Authorised User logs into Pathway and/or the relevant Pathway Module, EMIS will process Your Customer Data and surface the most up to date list of Potential Participants to that Authorised User. Unless otherwise specified in a relevant Pathway Module Summary, the following rules shall apply in relation to any Potential Participants that previously appeared within Your practice's list but which are no longer eligible when the list has been refreshed (i.e. because the inclusion/exclusion criteria of the Pathway Module changes and/or something recently added to the record of a patient i.e. a new medication, now excludes those Patients):

i. if no action has been taken by Your practice in relation to the relevant Patients, they will no longer appear on the list and You will not be able to see that they previously did appear on the list; or

ii. if Status Data has been recorded against the Patients within Pathway and/or the Potential Participants have been shared with a Care Provider (as set out below), then the Patients will still appear within the relevant Pathway Module but be marked as ineligible.

5. Actions and Sharing Data with a Care Provider

a) For all Pathway Modules, You will be able to record Status Data against each Potential Participant and, should You choose to do so, provide any associated medical care for such Potential Participants as You deem appropriate in Your own clinical judgment. You may be able to communicate with Your Patients using Pathway as set out in paragraph 8 below.

b) The remaining provisions of this paragraph apply to Pathway Modules where there is an option to share Potential Participant Data with a Care Provider as set out in a relevant Pathway Module Summary.

c) Before You can share any Potential Participant Data with a relevant Care Provider, You will need to accept the relevant Data Sharing Agreement for the Pathway Module within EMIS Web.

d) EMIS shall use its reasonable endeavours to, via functionality within Pathway, enable You to either select all or individual Patients from within the list of Potential Participants and either:

i. share the Potential Participant Data for all those selected with the relevant Care Provider ("**Included List**"); or

ii. exclude Patients from the list ("**Excluded List**").

e) You will be able to move Potential Participants back and forth between the Included List and Excluded List until You share Potential Participant Data with a Care Provider. Once You have shared Potential Participant Data with a Care Provider You will no longer be able to move the Potential Participant between the lists or add Status Data. Instead, You will only be able to view Status Data shared by the Care Provider with You and track such patient's journey through the Pathway Module.

f) For the duration of Your participation in a relevant Pathway Module, You instruct EMIS to share any updates You make to the Potential Participant Data (in EMIS Web and/or Pathway), for the relevant Potential Participants that You have already shared in accordance with the Agreement, with the Care Provider (i.e. if contact information is updated, this will be shared with the Care Provider etc.). This will only be in relation to the data fields originally shared in accordance with the relevant Pathway Module Summary.

g) Where You choose to contact Potential Participants Yourself and record Status Data against such individuals in the Pathway Module (as set out in paragraph 5(a) but later choose to move such an individual to the Included List, this Status Data will also be shared with the relevant Care Provider.

h) If a Care Provider ceases to participate in a Pathway Module, You will not receive any further Status Data in relation to the Potential Participant(s) the relevant Care Provider You shared data with.

6. Use of Potential Participant Data by a Care Provider

a) If You choose to share Potential Participant Data a Care Provider accordance with paragraph 5 You agree and acknowledge that:

i. the relevant Care Provider will be able to access this data in the Pathway Module and add Status Data to the Pathway Module. Use of such data shall be subject to such agreement as between You and the relevant Care Provider (or other relevant NHS body) and/or such privacy policy as the relevant Care Provider puts in place between it and the relevant Potential Participant;

ii. EMIS has no control over such agreements and/or arrangements;

iii. as between EMIS and the relevant Care Provider, in relation to shared Potential Participant Data, the Care Provider will be the Controller and EMIS will be acting as the Care Provider's Processor once it has been shared into the Care Provider's instance of Pathway; and

iv. EMIS shall have no liability or responsibility in relation to use of the Potential Participant Data by a Care Provider or any actions (including the delivery of any medical testing and/or care) or omissions of any Care Provider.

7. Recording Potential Participant progress by a Care Provider

a) Once received by a Care Provider, the Care Provider will be able to add and amend Status Data.

b) You will be able to see the Status Data recorded by the Care Provider within Your instance of Pathway against each of the Potential Participant and for the relevant Pathway Module (unless agreed otherwise).

8. Communicating with Patients

a) EMIS may in relation to a particular Pathway Module, via functionality within Pathway, enable You and/or a Care Provider (either in its own capacity or acting on Your behalf, as determined by the relevant Pathway Module) to select all or individual Patients from within the list of Potential Participants and send them an SMS, e-mail and/or letters.

b) The text and context of any such communications, including whether they can be sent by You and/or a Care Provider (either in its own capacity or acting on Your behalf), will be set out in the relevant Pathway Module Summary and/or when You select to send communications to Potential Participants.

c) You may also be able to schedule a reminder communication to be sent to the Potential Participant(s). We'll show You the text of the reminder and confirm to You when the reminder will be sent. If You don't want to schedule a reminder, you'll need to toggle the reminder off before proceeding.

d) If a Potential Participant has opted out of receiving SMS, e-mail and/or letter correspondence, this will be flagged in Pathway against the relevant patient. However, You can still select to send communications to such patients at Your discretion and subject always to Your compliance with the Agreement.

9. Switching off a Pathway Module or Pathway

a) In the event that you switch off a Pathway Module or Pathway, You hereby instruct EMIS to:

i. create a 'snapshot', in a readable format (as determined by EMIS from time to time) of the Potential Participant Data (including any Status Data recorded by You or a Care Provider) relating

to the relevant Pathway Module(s), as at the time that You switched off the relevant Pathway Module / Pathway (the "**Snapshot**");

ii. make the Snapshot available to You upon request through the EMISNow service desk and through such secure location or means as EMIS may determine from time to time, for a period of 6 months; and

iii. at the expiry of the 6 months, delete the Snapshot (subject to EMIS's legal obligations of retention under Data Protection Laws).

b) You are responsible for ensuring that You request access to the Snapshot and download it to be kept for Your own records including ensuring that any relevant information / data is recorded against Your Patients' medical records.

c) If you switched off a Pathway Module or Pathway in error and wish to switch the same back on, You will need to contact EMIS's support team.

d) Any Potential Participant Data You shared with a Care Provider in accordance with the Agreement will still be available to that Care Provider, which is a Controller of its copy of that data in their own right.

Schedule 3

Data Processing

1. CUSTOMER DATA

1.1 The parties acknowledge that in the context of processing of any:

1.1.1 Customer Data which comprises Personal Data under the Agreement, You are a Controller and EMIS is a Processor, acting under Your instructions; and

1.1.2 Potential Participant Data that has been shared by You with a Care Provider in accordance with the terms of the Agreement, in respect of the copy of such data shared, the Care Provider is a Controller and EMIS is a Processor, acting under the Care Provider's instructions (such instructions will not affect Your copy of the Potential Participant Data within Pathway over which You remain a Controller).

1.2 The table in the Appendix to this Schedule sets out the particulars of Processing by EMIS.

1.3 You will ensure that:

1.3.1 You collect all of the Customer Data fairly and transparently;

1.3.2 Your Privacy Notice is presented to Patients, is fully compliant with Data Protection Laws and has been updated to reflect the use of Personal Data as contemplated under the Agreement; and

1.3.3 You have all necessary rights, permissions, consents and notices in place with Data Subjects to enable the lawful transfer of Customer Data to EMIS for the duration of the Agreement and to enable EMIS to fully comply with its obligations under the Agreement, including performance of the Services, such that the performance of the Services is compliant with the Data Protection Laws.

1.4 EMIS shall, in relation to any Customer Data which comprises Personal Data and which is processed in connection with the performance by EMIS of its obligations under the Agreement:

1.4.1 Process that Customer Data only in accordance with Your written instructions, including those set out in the Agreement (unless otherwise required by law) and only for the purpose of performing EMIS' obligations and exercising its rights under the Agreement;

1.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of Customer Data and against accidental loss or destruction of, or damage to, Customer Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures;

1.4.3 take all reasonable steps to ensure the reliability and integrity of Staff who have access to and/or process Customer Data;

1.4.4 inform You immediately upon becoming aware of any instruction issued by You under the Agreement that breaches the Data Protection Laws;

1.4.5 not transfer any Customer Data outside of the United Kingdom (although You acknowledge that Customer Data may however be transferred outside of the United Kingdom by a Care Provider with the explicit consent and agreement between the relevant Care Provider and the Potential Participant, which EMIS cannot control);

1.4.6 assist You, at Your cost, in responding to any request from a Data Subject and in ensuring compliance with Your obligations under the Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Data Protection Regulator;

1.4.7 notify You without undue delay on becoming aware of a Personal Data Breach;

1.4.8 at Your written direction, delete or return Customer Data and copies thereof to You on termination or expiry of the Agreement unless required by law to retain Customer Data, in which case EMIS shall inform You of such legal requirement; and

1.4.9 allow for audits by You or Your designated auditor in respect of EMIS's data processing activities under this Schedule 3.

1.5 You hereby expressly authorise EMIS to appoint third parties as its sub-processors in relation to processing Customer Data from time to time. A list of EMIS' material sub-processors (as updated by EMIS from time to time) as at the date of the Agreement is set out here: https://www.emishealth.com/legal/ (in respect of which for the avoidance of doubt, You hereby give Your written authorisation) and You should review this list regularly to see if there are any changes to the sub-processors. Any objection to an amendment to the list of sub-processors may be escalated for discussion within 10 days after receipt of a notification of any change, or otherwise upon You becoming aware of, (such notification to include the list of material sub-processors being updated on the webpage provided above). If the parties are (acting reasonably) unable to resolve the objection and EMIS informs You that it nevertheless intends to appoint the relevant sub-processor then You may either: (i) accept the change; or (ii) terminate the Agreement upon written notice within one month of raising the objection (and as Your sole and exclusive remedy, EMIS will refund any unused prepaid Fees).

1.6 In the event of any loss of, or damage to, any Customer Data, EMIS shall use its reasonable endeavours to restore the lost or damaged Customer Data from the latest backup version of Customer Data available to it. If the loss or damage was caused by EMIS then it shall undertake such restoration at its own cost and expense and in any other circumstances it shall be entitled to charge You in respect of any time spent at its then standard rates.

Appendix

Particulars of Data Processing

Purpose of processing:	Performing the Services, as further described in Schedule 2.
Duration of the processing:	For the term of the Agreement and where require to meet any post-termination obligations.
Nature of processing:	Generating fully anonymised datasets in accordance with the permissions set out in the Agreement. Data analytics to determine the number of individuals who might be eligible to participate in a Pathway Module, and the actual names of those individuals, sharing data of Potential Participant with a Care Provider in accordance with Your instructions under a relevant Pathway Module Summary.
Types of Personal Data (including any Special Category Data):	Full medical record including: Name, email address, contact no, NHS no, practice name, title, first name, last name, age, DOB, gender, home address, prescribed medicines and conditions, observations, vaccinations, Status Data (and such other personal data which You instruct EMIS to process from time to time).
Categories of Data Subject:	Patients
Source of Personal Data:	Via data held in EMIS Web