

END USER LICENCE AGREEMENT

BACKGROUND

AstraZeneca UK Limited (“**AstraZeneca**”) is the entire legal and beneficial owner and licensor of certain software (as set out below) and is willing to licence the use of this software to you (the “**Licensee**”).

AstraZeneca is committed to improving person-centred health outcomes for people living with diabetes and as a result have developed a Dashboard as a service to medicine programme to support health care professionals to enhance care for people living with diabetes.

1. INTERPRETATION

1.1. In this agreement:

Acceptance Date	Means the date on which the Dashboard is delivered to the Licensee.
Audit Data	Means the collection of basic factual (or “raw”) data relating to patients, the analysis of which will form part of the services.
Confidential Information	Means any information written, verbal, tangible, intangible, made available disclosed or otherwise made known by any party to the other during the course of this EULA which is considered as confidential by the disclosing party (however it is conveyed or on whatever media it is shared). This includes all personal data and sensitive personal data within the meaning of the General Data Protection Regulation or which relates to any patient or his or her treatment or medical history.
Diabetes Care Dashboard hereinafter referred to as “Dashboard”	<p>The Diabetes Care Dashboard is an excel based analysis and report tool. A detailed description of the Diabetes Care Dashboard is found at clause 2.</p> <p>The Diabetes Care Dashboard shall also include any Maintenance Release which is acquired by the Licensee during the subsistence of this licence.</p>
End User Licence Agreement “EULA”	Means this agreement including all terms and conditions.
Intellectual Property Rights	Means patents, utility models, rights to inventions, copyright and related rights, trade marks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or

equivalent rights or forms of protection which subsist or will subsist, now or in the future, in any part of the world

Maintenance Release	Means the release of the Software that corrects faults, adds functionality or otherwise amends or upgrades the Software, but which does not constitute a new version.
Personal Data	Means any information relating to an identified or identifiable natural person who can be identified directly or indirectly and in particular includes but is not limited to the following information about a living individual: first and last name, age, date of birth, gender, address, contact information, government-issued identifiers (such as passport and social security numbers), an identification number, location data, an online identifier, or any specific physical, health related, physiological, genetic, mental, economic, cultural or social information about that natural person.
Registration Form	Means the registration form hosted on AstraZeneca's website which is completed by the Licensee to request the use of the Dashboard.
Site	Means the premises from which the Licensee carries out its business as notified to AstraZeneca in writing from time to time.
User Guide	Means the guide provided by AstraZeneca that provides instructions as to how to use the Dashboard appropriately.

1.2. In this EULA references to a statute or statutory provision is a reference to that statute or provision as may be amended, consolidated, extended, re-enacted or replaced; and references to the singular also include the plural and vice versa and a reference to a particular gender shall include all genders.

1.3. The terms set out in this EULA shall govern the provision of the licence to the entire exclusion of any other terms and conditions, however they so arise; any variation to this EULA shall have no effect unless expressly agreed in writing between the parties.

2. DASHBOARD

AstraZeneca shall provide the Dashboard as a service to medicine for the benefit of persons with diabetes. The Dashboard is designed to present clinical test results that are mentioned in NICE guidelines and supporting guidance. Data extraction is based on an automated extraction query provided by Apollo Medical Systems and validated and funded by AstraZeneca using read codes recorded in the electronic patient notes. The Dashboard will display data extracted from patient journal records and is provided to the Licensee to allow analysis of data.

3. PROVISION OF LICENCE

3.1. AstraZeneca grants to the Licensee a non-exclusive, non-assignable, royalty free licence for a term of twelve (12) months commencing on and including the Acceptance Date to use the Dashboard at the Site only and in accordance with the terms of this EULA.

3.2. In relation to scope of use:

3.2.1. For the purposes of clause 3.1, use of Dashboard shall be for the purpose of allowing the Licensee to extract, analyse and review primary care data to assist with practice based self-reflection, and support primary care provider teams to map out the quality of services that they are providing or may wish to aspire to in the future;

3.2.2. Licensee shall only be entitled to 4 extracts of patient data from the clinical databases over the term of this licence; and

3.2.3. The Licensee shall not use the Dashboard other than as specified in clauses 3.1 and 3.2.1 without the prior written consent of AstraZeneca.

For the avoidance of doubt, if Licensee wishes to perform any additional extracts, beyond those that are listed in clause 3.2.2, the Licensee can do so at its own cost. AstraZeneca shall not bear any cost or liability.

3.3. The Licensee shall not and has no right (and shall not permit any third party) to copy, adapt, reverse engineer, decompile, disassemble, modify, adapt or make error corrections to the Dashboard in whole or in part except to the extent that any reduction of the Dashboard to human readable form (whether by reverse engineering, decompilation or disassembly) is necessary for the purposes of integrating the operation of the Dashboard with the operation of other software or systems used by the Licensee.

3.4. Upon the acceptance of these terms and conditions AstraZeneca agrees to provide the licence to the Licensee at no cost to the Licensee.

3.5. AstraZeneca agrees that the Dashboard shall not in any way interfere with a Clinician's professional judgment or opinion. The Licensee should continue to use its own clinical judgement when considering and/or acting upon any notes, recommendations arising from the Dashboard. The Licensee should use the Dashboard in conjunction with a patient's overall background and medical record stored within the Licensee's clinical systems database to make informed clinical decisions. AstraZeneca shall not in any way be liable for any treatment, recommendations or decisions made by the Licensee for or on behalf of a patient, the Licensee shall be solely liable.

4. DELIVERY

4.1. AstraZeneca will fund Apollo Medical Software Solutions to work on behalf of the NHS to provide the necessary services. The Dashboard will only be available for UK based GP practices with the following clinical databases; EMIS and TPP Systemone. Apollo shall be responsible for providing the GP practice with the Dashboard and with the facilities to upload an Excel extract of patient data in a suitable format for the AstraZeneca Dashboard. Apollo will provide secure data handling and permission-based access to the results. For the avoidance of doubt Apollo shall not have access to nor view any patient Personal Data.

5. OBLIGATIONS OF THE PARTIES

5.1. The parties agree that no patient Personal Data will be shared, transferred, or made available to AstraZeneca at any point throughout the term of this EULA.

5.2. The collection, processing, handling and use of the data to which the provision of the EULA relates will be treated as confidential at all times.

- 5.3. The Licensee undertakes to put in place adequate safety and security measures, such measures could include, but is not limited to, password protection or encryption, to ensure there is no unauthorised use or access to the Dashboard. The Licensee shall notify AstraZeneca as soon as it becomes aware of any unauthorised use or access of the Dashboard.
- 5.4. The Licensee shall only use the Dashboard in accordance with the User Guide as provided for by AstraZeneca. AstraZeneca shall not be liable for any use of the Dashboard that extends beyond or differs from the User Guide in anyway.
- 5.5. The Licensee shall not:
 - 5.5.1. sub-licence, assign or novate the benefit or burden of this EULA in whole or in part;
 - 5.5.2. allow the Dashboard to become the subject of any charge, lien or encumbrance; and
 - 5.5.3. deal in any other manner with any or all of its rights and obligations under this EULA
- 5.6. The Licensee is not permitted to transfer or share the Dashboard with any other NHS organisations (e.g. the CCG). If Licensee identifies other organisations that wish to utilise the Dashboard the Licensee shall direct the organisation to AstraZeneca directly for a licence to use the Dashboard.
- 5.7. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

6. MAINTENANCE RELEASES

From time to time the Dashboard will be subject to Maintenance Releases. AstraZeneca shall make these available via email direct to the Licensor. AstraZeneca warrants that no Maintenance Release will adversely affect the then existing facilities or functions of the Dashboard. It is the responsibility of the Licensee to install all Maintenance Releases as soon as reasonably practicable.

7. SUPPORT

- 7.1. If throughout the EULA the Licensee requires any support, has any queries or encounters any technical issues or gaps within the data, the Licensee shall cease using the Dashboard and shall contact the Apollo Medical Systems Help Desk in the first instance on 0191 516 6684 (Option 2) or at apollo-support@wellbeingsoftware.com.
- 7.2. AstraZeneca shall not be held liable to rectify any defects in the Dashboard if attempts are made by the Licensee to rectify such defect(s) other than through the normal recovery/diagnostics procedure set out in clause 7.1.

8. COMPLIANCE

- 8.1. The Licensee shall ensure that none of its officers, employees, directors, consultants, agents, representatives or sub-contractors (i) take any action which could render any AstraZeneca group company liable under the US Foreign Corrupt Practices Act of 1977, the UK Bribery Act 2010 or any other applicable laws and regulations for the prevention of fraud, corruption, racketeering, money laundering and/or terrorism or (ii) cause any employee of an AstraZeneca group company to be in violation of the AstraZeneca Code of Conduct available at:

<https://www.astrazeneca.com/content/dam/az/our-company/Documents/Code-in-English.pdf>, as in force from time to time.

- 8.2. The parties agree to comply with and ensure that its employees and sub-contractors (where applicable) comply with all relevant legislation (including but not limited to the General Data Protection Regulation 2016/679), regulations, codes of practice, guidance notes or other requirements of any relevant government or governmental agency and will perform its obligations in full compliance with the ABPI Code of Practice, the NMC Code of Conduct, the General Medical Council Guidelines and the Caldicott Principles and any associated guidance issued by any relevant body as this may be amended, implemented, modified or supplemented from time to time.
- 8.3. AstraZeneca confirms that the provision of the licence under this EULA is not offered as an inducement to prescribe, supply, administer, recommend, buy or sell any AstraZeneca products.

9. CONFIDENTIALITY

- 9.1. Neither party will disclose Confidential Information of the other party to any third party without the prior written consent of the disclosing party. For the avoidance of doubt this includes disclosure of confidential information to the NHS statutory body. Each party agrees that any Confidential Information received from the other party shall only be used for the purposes of this licence. These restrictions will not apply to any information that:
 - 9.1.1. is or becomes generally available to the public other than as a result of a breach of an obligation under this clause;
 - 9.1.2. is acquired from a third party who owes no obligation of confidence in respect of the information; or
 - 9.1.3. is or has been independently developed by the recipient or was known to it prior to receipt.
- 9.2. Notwithstanding Clause 9.1 above, the parties may disclose Confidential Information to its employees and approved sub-contractors on a need to know basis for use for the purpose of the EULA subject to ensuring that such persons are advised of the confidential nature of the information and are contractually bound by appropriate obligations of confidentiality before such disclosure is made.

10. DATA PROTECTION

- 10.1. The parties shall, at all times for the duration of and following termination of this EULA, comply with all relevant obligations of the General Data Protection Regulation (“GDPR”) and any other applicable data protection and privacy legislation and to process any Personal Data only in accordance with this EULA.
- 10.2. AstraZeneca may retain certain personal data of the Licensee, including but not limited to the name of registered user of the Dashboard, job title, email address and GP Practice name, address and unique identifier.
- 10.3. AstraZeneca shall store the name of registered user of the Dashboard, job title and email address solely for the purposes of Dashboard registration, contractual obligation and for the purposes of contacting the GP Practice for any Maintenance Releases or notifications regarding the Dashboard.

- 10.4. AstraZeneca may use the GP Practice name, address and unique identifier in order to map the geographical use of the Dashboard only. AstraZeneca shall not at any time use any personal data collected for any purpose other than those set out in this clause 10 and shall not share any personal data with any other third parties without prior written consent.
- 10.5. AstraZeneca shall store all Licensee personal data using adequate security measures and will only store such data for the time period required by local laws and AstraZeneca's internal policies and procedures. When Licensee personal data is no longer necessary for these purposes, the personal data will be securely deleted.

11. TRANSFER OF VALUE

As a member of the ABPI, AstraZeneca has a commitment to openness and transparency with regard to any donations, sponsorship or partnership funding it provides to healthcare organisations and healthcare professionals ("Funding"). The Licensee hereby acknowledges and agrees that AstraZeneca reserves the right, in its sole discretion, to disclose information regarding the Funding or support, including the name of the institution, primary address of the institution, a description of the program funded, the amount of the Funding and the nature of any other material support given. AstraZeneca is also obliged to make publicly available at a national and European level a list of patient Institutions to which it provides financial support and/or significant indirect/non-financial support on at least an annual basis. The Licensee agrees that AstraZeneca may disclose details about the Funding to comply with this obligation.

12. INTELLECTUAL PROPERTY RIGHTS

The Licensee acknowledges that all Intellectual Property Rights in the Dashboard and any Maintenance Releases belong and shall belong to AstraZeneca, and the Licensee shall have no rights in or to the Dashboard other than the right to use it in accordance with the terms of this EULA.

13. INDEMNITY AND LIMITATION OF LIABILITY

- 13.1. The Licensee shall indemnify AstraZeneca against all liabilities, costs, expenses, damages and losses suffered or incurred by AstraZeneca arising out of or in connection with the Licensee's exercise of its rights granted under this EULA or any breach by the Licensee of the terms of this EULA, including but not limited to any breach of AstraZeneca's Intellectual Property Rights. This indemnity shall not cover AstraZeneca to the extent that any claims result from AstraZeneca's negligence or wilful misconduct.
- 13.2. AstraZeneca shall not in any circumstances have any liability for any losses or damages which may be suffered by the Licensee (or any person claiming under or through the Licensee), whether the same are suffered directly or indirectly or are immediate or consequential, and whether the same arise in contract, tort (including negligence) or otherwise howsoever, which fall within any of the following categories:
- 13.2.1.1. special damage even if AstraZeneca was aware of the circumstances in which such special damage could arise;
 - 13.2.1.2. loss of profits;
 - 13.2.1.3. loss of anticipated savings;
 - 13.2.1.4. loss of business opportunity;

13.2.1.5. loss of goodwill;

13.2.1.6. loss or corruption of data.

13.3. The exclusions in Clause 13.2 shall apply to the fullest extent permissible at law, but the parties do not exclude liability for: (a) death or personal injury caused by the negligence of the party, its officers, employees, contractors or agents; (b) fraud or fraudulent misrepresentation; or (c) any other liability which may not be excluded by law.

13.4. Subject to clause 13.213.1 the aggregate liability of AstraZeneca to the Licensee whether in contract (including for damages for any deliberate repudiatory acts), tort (including negligence), for breach of statutory duty or otherwise, arising under or in connection with this EULA shall not exceed £100.

14. DURATION AND TERMINATION

14.1. Either party shall be entitled to terminate this EULA without cause upon thirty (30) days' written notice to the other party.

14.2. Without affecting any other right or remedy available to it, either party may terminate this EULA with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of this EULA which breach is irremediable or (if such breach is remediable) fails to remedy that breach within 14 days after being notified in writing to do so.

15. GENERAL

15.1. This EULA contains the whole agreement between the parties relating to the subject matter hereof and supersede all prior agreements, arrangements and understandings between the parties relating to that subject matter.

15.2. Each party acknowledges that, in entering into this EULA, it does not rely on any statement, representation, assurance or warranty (whether it was made negligently or innocently) of any person (whether a party to this licence or not) (Representation) other than as expressly set out in this EULA.

15.3. Neither party shall assign, transfer or vest the benefit of it to or in any other person without the consent of the other parties.

15.4. No variation of this EULA shall be effective unless it is in writing and signed by the parties.

15.5. If any provision or part-provision of this EULA is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this EULA.

15.6. A person who is not a party to this EULA shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this EULA, but this does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

15.7. Nothing in this EULA is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

15.8. This EULA shall be construed, governed, interpreted, and applied in accordance with the laws of England and the parties hereby submit to the exclusive jurisdiction of the English Courts.