

When you agree to purchase an IM Cloud Services Licence from the Company your Agreement will be subject to this IM Cloud Services Licence Service Specification (“IM Cloud Services Licence Service Specification”) below and our General Terms and Conditions, together they form “the Agreement”.

1. DEFINITIONS

The definitions and rules of interpretation in this Services Specification shall be as set out in the General Terms and Conditions, unless otherwise stated below:

- 1.1 **“Client Data”** means the data and information that is inputted into Interactive Medica Cloud by the Client, Users, Third Party Data Providers and/or Interactive Medica on behalf of the foregoing or that is otherwise generated and/or processed as part of Interactive Medica Cloud, or which is transmitted through or hosted as part of any of Interactive Medica Cloud from time to time, including personal data;
- 1.2 **“Data Processing Agreement”** means the data processing agreement set out in Schedule 2;
- 1.3 **“Documentation”** means the user manuals, instructions and similar documents in relation to the Interactive Medica Cloud and/or Services including training manuals (this does not include training manuals created by the Client);
- 1.4 **“Interactive Medica” / “Company”** means Interactive Medica Limited;
- 1.5 **“Interactive Medica Cloud” / “IM Cloud” / “Product”** means the Sales, Marketing, Medical and Insights Management Tools;
- 1.6 **“Licensee”** shall have the same meaning as the **“Client”** and **“Customer”** as set out in the Order;
- 1.7 **“Renewal Date”** means the date at which your Subscription will be automatically renewed;
- 1.8 **“Services”** shall mean the services described in the Service Level Agreement at Schedule 1;
- 1.9 **“Service Level Agreement”** means the service levels set out in Schedule 1.
- 1.10 **“Standard Interactive Medica Cloud”** means the suite of Web based applications developed and marketed by Interactive Medica for Sales, Marketing, Medical and Insight Management Tools;
- 1.11 **“Subscription Fees”** means the fees that you shall pay to Us as payment for Products and/or Services;
- 1.12 **“Subscription Term”** each term shall be twelve (12) months unless otherwise agreed between the Parties;
- 1.13 **“Third Party Agreement” / “TPA”** means the third-party agreement between the Company and a Third-Party Data Provider, as defined below;
- 1.14 **“Third Party Data Providers”** means those third parties appointed by the Client to provide data to the Company to be integrated into Interactive Medica Cloud;
- 1.15 **“Users”** means those employees, agents and contractors of the Client who are authorised by the Client to use the Sales, Marketing, Medical and Insights Management Tools.

2. SCOPE OF THIS IM CLOUD SERVICES LICENCE SERVICE SPECIFICATION

This Agreement applies to IM Cloud Services Licence(s) purchased by the Client and set out in the Order, in accordance with the Agreement.

3. CLIENT WARRANTIES

3.1 The Client warrants that:

- 3.1.1 it is authorised to instruct the Company to distribute the Subscription Services notwithstanding that the Client may be acting directly or indirectly for another person as an advertising agent or media Client or in some other representative capacity;
- 3.1.2 the reproduction and/or distribution of the Client Data will not breach any contract or infringe or violate any copyright, trademark or any other personal or proprietary right of any third party or render the Company liable to any proceedings whatsoever;
- 3.1.3 The Licensee is strictly prohibited from making copies of the Product;
- 3.1.4 Except as provided for in this Agreement, the publication, distribution, alteration and / or sharing or re-sale of the Product is strictly prohibited;

- 3.1.5 it shall not share any user accounts and / or credentials providing access to the Product either internally or externally with any third party;
- 3.1.6 it shall be responsible for enabling their access to the Product and / or Services (via its email provider or such other method as to enable receipt of the Products and / or Services);
- 3.1.7 it shall be responsible for any data that it uploads to any of the Products and / or Services;
- 3.1.8 The Client warrants that it shall, at all times, comply with its obligations under Data Protection Law in its use of the Product (in particular regarding the provision of “unsubscribe” options within emails and the use of applicable preference services); and
- 3.1.9 The Client shall immediately notify the Company if it becomes aware of any actual, threatened or potential breach of Data Protection Law. In the event of such a breach, the Client will immediately take all steps necessary to remedy such a breach or protect the personal data against such breach or threat and will take steps to prevent an equivalent breach in the future.

4. COMPANY WARRANTIES

4.1. The Company warrants that:

- 4.1.1. Interactive Medica Cloud, Documentation and Services that the foregoing does not knowingly infringe any person's intellectual property rights;
- 4.1.2. Interactive Medica Cloud will perform and conform substantially to the Documentation;
- 4.1.3. that the Product will at all times be maintained and updated in accordance with the Company's processes and methodology together with any updates agreed in the Order, which shall at all times incorporate reasonable obligations relating to prompt and accurate maintenance, improvement, updating and availability of the Product;
- 4.1.4. The Company does not provide any warranties in relation to the updating and / or maintenance of any third-party data;
- 4.1.5. that it has the right to licence the Product under this Agreement;
- 4.1.6. that all data supplied under the licence has been gathered and processed in accordance with Data Protection Law and that the licensing of such data by the Company is in accordance with Data Protection Law.

5. SUBSCRIPTION FEES

- 5.1 In consideration of the Company providing the IM Cloud Services, the Client will pay the Subscription Fees in accordance with the Order.
- 5.2 If the Subscription Fee is not received when due, the Company reserves the right to not provide, or cease to provide, any or all of the Product and / or Services.
- 5.3 Unless otherwise agreed between the Parties, where the Subscription Fee is payable in one instalment annually in advance such payment will be due and payable immediately on the date specified on the Order and, where not specified, no later than 30 days from the date of the invoice.
- 5.4 Subscription Fees shall include per User charges. Any additional Users added during the Subscription Term shall be charged at the rate set out on the Order on the following invoice.
- 5.5 Where the Client wishes to increase the number of Users during the Term, such additional Users shall be charged at the current rate on a pro-rata basis. Such adjustments shall be made at the discretion of the Company.
- 5.6 Where this Agreement auto-renews in accordance with clause 7.1, the Subscription Fees shall increase by an amount not less than the increase in the Consumer Price Index.

6. POSTPONEMENT OR CANCELLATION OF THE SUBSCRIPTION SERVICES

- 6.1 The Company shall have no obligation to refund all or part of the Subscription Fee in the event of the Client's postponement and/or cancellation of the Commencement Date for the provision of the Subscription Services.
- 6.2 In the case of the Company's postponement of the Commencement Date, the Client is deemed to accept the new Commencement Date.
- 6.3 In the event that the Client cancels part-way through the Term, the provision of the Subscription Services will continue until the Renewal Date whereby the provision of the Subscription Services will cease. No refund of any Subscription Fees will be due.
- 6.4 The Subscription Services are non-transferable.

7. SUBSCRIPTION TERM AND TERMINATION

- 7.1 The Subscription Services will commence on the Commencement Date specified on the Order and will automatically renew at the end of the Subscription Term, unless terminated in writing by either Party in accordance with this Agreement.
- 7.2 The Client may terminate this Agreement by giving not less than 6 months' prior written notice to the Company. Such notice shall expire at the end of the Subscription Term or such renewal term.
- 7.3 The Company shall have the right to terminate this Agreement with immediate effect, with written notice, where the Client has not paid Subscription Fees.

8. USE OF THE PRODUCT

- 8.1. This Agreement provides the Licensee with a revocable, non-transferable, limited licence to use the Product.
- 8.2. Upon payment of the Licence Fee the Licensee is permitted to use the Product in the Interactive Medica System for the purpose of recording, planning and reporting representative visits and other sales and marketing activities.
- 8.3. Use of the Licence is strictly limited to the entity named in the Order and its number of Users. Unless otherwise agreed between the parties, each additional entity in a Group Company shall each require its own Licence.
- 8.4. Where the Product is integrated with other information sources, the Licensee must ensure that all parts of the Product are clearly identifiable and shall ensure that the Product is removed from the Licensee's systems and / or network on termination of the Agreement for any reason. The Licensee is strictly prohibited, without exception, from retaining a copy of the Product.
- 8.5. The Client is not entitled, without the consent of Interactive Medica, to modify Interactive Medica Cloud in any way other than permitted by this IM Cloud Service Licence and / or law.
- 8.6. To translate, adapt, arrange, correct errors or make any other alteration of the Interactive Medica Cloud. Any copyright, patents and other intellectual property rights of any kind relating to any improvements, developments, modifications, changes, conversions or translations of Interactive Medica Cloud shall belong to Interactive Medica, save that nothing in this agreement shall transfer to Interactive Medica any rights owned by the Client or its affiliates or licensed to the Client by a third party.
- 8.7. The Licensee is expressly prohibited from sharing the Product with any third parties, including its Affiliates, unless authorised to do so by the Company in advance, in writing.
- 8.8. Where the Company has been authorised to receive the Client Data from a third party, the Company shall not do so until the nominated third party has entered into a TPA with the Company.
- 8.9. The Licensee may not sub-contract, delegate, or assign any of its rights or obligations under this Agreement without the prior written consent of the Company.
- 8.10. The Licensee will not cause or permit, assist or allow others to cause or permit, anything which may damage or cause harm to the intellectual property of the Company, its title to it. This includes, but is not limited to, copying, revealing to any third party or using any techniques developed by the Company other than on projects conducted by the Company under this Agreement.
- 8.11. Use of the Product does not grant any title and or any kind of ownership rights in Interactive Medica Cloud to the Client and all such rights shall remain with Interactive Medica.

8.12. Client Data

8.12.1. The Client owns all right, title and interest in and to all Client Data.

8.12.2. The Client shall be responsible for all Client Data uploaded to the Product and the Company shall have no liability to the Client in respect of Client Data.

8.12.3. The Client shall be entitled to withdraw Client Data at its discretion.

8.12.4. Where, upon termination of this Agreement, the Client requires transitional support, such support will be chargeable.

SCHEDULE 1: SERVICE LEVEL AGREEMENT

This Service Level Agreement (“SLA”) forms part of the Agreement between Interactive Medica and CLIENT.

The SLA defines additional terms and conditions under which Interactive Medica provide systems, services and support to CLIENT for IM products contracted by CLIENT according to the Agreement.

IM provides technical support and services directly to CLIENT. Hosting facilities are contracted and provided through AWS (Amazon Web Services).

a) Definitions

	Description
CLIENT	CLIENT and its subsidiary operations
IM	Interactive Medica
AWS	Amazon Web Services hosting provider
IM Application	INTERACTIVE MEDICA CLOUD
IM Application Support module	An on-line change management and work order system included within the IM Cloud

Hosting and Infrastructure Management

b) Service Level Guarantees

- i. **System Availability.** Hosting is provided through our hosting provider AWS and IM guarantees 98% uptime for the INTERACTIVE MEDICA CLOUD. 24/7 in any contracted annual period. Downtime is calculated by any whole or part of a minute during which INTERACTIVE MEDICA CLOUD is unavailable with the exception of points ii, iii and iv below. Unavailable means a User cannot use all of the INTERACTIVE MEDICA CLOUD.
- ii. **Regular Maintenance.** “Maintenance” means:
 - Windows and infrastructure maintenance- standard updates are applied during UK weekend hours.
 - Scheduled customer maintenance – maintenance of your configuration that you request and that we schedule with your agreement in advance (either on a case-by-case basis, or based on standing instructions), such as hardware or software upgrades.
 - Emergency maintenance – critical unforeseen maintenance needed for the security or performance of your configuration or AWS network. IM reserves the right to carry out critical system maintenance as and when required and will endeavor to communicate and must agree this with CLIENT in advance (provided that CLIENT may not unreasonably withhold its agreement if the maintenance is preventative). If possible, a notice of maintenance/system not available should be published on the logon page or notified via email. CLIENT and IM will provide each other a schedule of contact persons and contact details available during working office hours. The operating commitment includes ongoing maintenance of the server, the network access and of the system server.
- iii. **Version and improvement releases.** When a client specific release is agreed between CLIENT and IM, a testing environment will be provided prior the production release. The timing of the release to CLIENT will be dependent upon adequate amount of time to install the product into a support environment, perform preliminary testing on the release for use by CLIENT users.

- iv. Events beyond IM's and any permitted subcontractor's reasonable control. Events falling outside of IM's and any permitted subcontractor's reasonable control include, but are not limited to: Acts of God, Internet Availability and Client/User Network Problems.
- v. Changes to Availability. Changes to the availability will be made in agreement with CLIENT in the event the AWS Service Level Agreement changes. Schedule for regular maintenance is subject to change based on need for updates to the Operating System, Monitoring tools, and scheduled updates to IM application (discussed below in Upgrades). In any event these changes will be agreed between IM & CLIENT.

a) Security

Physical Access to the servers is not routinely allowed. Access to the data halls will be restricted to AWS employees or its agents who need access for the purpose of providing the Services. Server Access for maintenance and IM services provision is provided through a secure VPN.

b) User Access.

User access to the IM application is the responsibility of CLIENT. The addition and maintenance of functional users to the IM application remains the responsibility of CLIENT, with oversight for number of users with an active status by IM. AWS will have no functional user access to CLIENT application.

c) Control and Incident Handling

Control of operations is conducted by IM daily. CLIENT may receive reports of communication statistics on request. Incidents are reported in the IM support tool via client or IM operations if it is detected from the Event Management process and they are handled via Incident Management Process. Security Incidents have their own Security Incident Management Process.

d) Backups and Disaster Recovery Backups.

IM undertakes daily backups of the database and application.

Backups are run with a full weekly backup every Monday keeping 4 weeks in a multi-zone store environment in AWS. Our Production and DR Environments are in AWS eu.west-2 (London) AWS datacenter. Onsite backup Disaster Recovery.

In the event of a catastrophe, and the primary data centre is without the capacity to function or come "online", IM has a DR environment in a different AWS datacentre. Nightly full backups are sent to the multi-zone store unless a different recovery process is agreed with CLIENT. RPO is defined by the latest nightly backup, in the worst case it could be 24 hours' data loss.

DR environment can be up and running in several hours and IM will endeavour to reduce this time to the minimum having a RTO of 2 business days as per the resolution time in next section.

Second line support service

Interactive Medica provides second-line support services to clients.

a) 2nd line support service definition

- i. INTERACTIVE MEDICA is responsible to deliver second line support/help desk to nominated client contacts per domain who are authorised to communicate second line help questions to INTERACTIVE MEDICA via the INTERACTIVE MEDICA Application Support Tab with telephone backup.
- ii. The services provided by INTERACTIVE MEDICA will be limited to assisting CLIENT in the resolution of issues and requests relating directly to the INTERACTIVE MEDICA application.
- iii. Tickets reported to the INTERACTIVE MEDICA Support group will be handled in a professional manner, and every attempt to fall within the stated response time guidelines will be made.
- iv. Second line support/help desk is available during normal working hours, via telephone.
- v. A nominated CLIENT contact may contact the INTERACTIVE MEDICA 2nd line support Helpdesk by calling a designated telephone number to resolve any software system or operational issue arising from the use of INTERACTIVE MEDICA Application. No limit is identified on the number of times a nominated contact may make use of this service during the course of the agreement. Most of the calls (placed during normal working hours) will be responded to immediately. Those not responded to immediately (placed during normal working hours) shall be responded to within 60 minutes or within a time agreed with the user.
- vi. Any calls made outside the hours stated above will be recorded by an answer phone and responded to within 4 hours on the next business day.
- vii. Hours of coverage for the Helpdesk are normal working hours.
- viii. Methods of Contact: the CLIENT will communicate with INTERACTIVE MEDICA Technical Support by input of the issue via the support module in CLIENT domains. This can be prepared and followed up with telephone calls if required. CLIENT Local CRM Support and CLIENT CRM Office in will have a direct access through the support module to INTERACTIVE MEDICA to report and visualise incidents.

b) 2nd line support service deliverables

Interactive Medica's second line support service provides the following deliverables.

- i. Provides a point of contact for each CLIENT domain administrator to request support for issues and requests relating to the IM Application
- ii. Delivers an online ticket logging facility within the CLIENT Application Support tab
- iii. Delivers visible contact and support management through online dialogue within the support facility between CLIENT and Interactive Medica
- iv. Delivers visible support ticket escalation through Client Solutions Engineers, Client Solutions management and Executive management
- v. Provides initial assessment feedback of all support tickets raised.
Incidents are further categorised with priority and impact values
- vi. All users with access to the online support facility can check progress and status of all support tickets raised
- vii. Alignment of support service to contractual SLA definitions
- viii. Provides service reporting feedback and support summary information
- ix. Provides an incident knowledge base for both CLIENT and Interactive Medica use

c) Issues Categorisation

Each support ticket will be categorised by type:

Each support ticket will be categorised by type:

1. Incidents: an unplanned interruption or a reduction in quality of the IM Cloud application affecting one or more users.
2. Service Requests: a request for the provision of a service that can be provided by IM, primarily using the IM Configuration Centre module; the Service Catalogue in section 5 below contains a non-exclusive list of services.
3. Change Requests: a request for a change to the IM Cloud application that cannot be made via the IM Configuration Centre; examples of these requests: changes in functionality, additional functionality, changes in data or data interfaces

Incident Management

An incident is defined as an unplanned interruption to IM Cloud or reduction in the quality of an IM Cloud service. Incidents will be categorised based on the incident severity. Categorisation of incidents severity:

a) Categorisation of incidents severity:

The severity will be assigned upon initial entry into the issue tracking system by INTERACTIVE MEDICA, which is done immediately after the issue is reported by CLIENT.

CLIENT will always be contacted within 4 hours from CLIENT reporting the issue, or in the first 4 hours of the next business day where the issue is reported out of normal working hours, with information on the assigned severity of the issue based on Urgency and Impact assessment by IM.

Urgency is categorised as, High, Medium and Low with impact based on the same categories of High, Medium and Low.

Each issue will have a case number generated. The case number is used by CLIENT as a point of reference for subsequent calls relating to this issue.

The case number will be assigned to an INTERACTIVE MEDICA technical support executive as defined in the General Issue Assignment Time section below.

b) Impact and Priority of incident severity definitions:

i. Impact categories

1. Defect/issues categorised with High impact classifies the issue as affecting all users
2. Medium impact classifies the issue affects a group of users
3. Low impact classifies the issue affects a single user

ii. Urgency categories

1. High urgency designates issues that significantly impact the entire application, or critical functionality that impacts daily operations with no work-around.

2. Medium urgency designates issues with impact on material functionality i.e. frequently used functionality but a work-around is possible.
3. Low urgency designates issues with small/isolated functionality within the application that is not critical for daily operations.

c) Impact and Urgency Matrix:

Impact and Urgency assignment are further summarised in the 'Priority Assignment Table' below:

Priority Assignment Table		Impact (number of users impacted)		
		High (all users)	Medium (user group)	Low (single user)
Urgency (Significance of impact on application)	High	1	2	3
	Medium	2	3	4
	Low	3	4	5

d) Issue assignment and resolution time.

For the assigned severity level of a reported issue, a designated response period is defined as shown within the Priority and Resolution Timetable below

Priority	Resolution Time (Business Days)
1	2
2	15
3	20
4	30
5	To agree CLIENT-IM

Priority 1 category - Technical support is assigned and CLIENT contacted within four hours from CLIENT reporting the issue if reported during normal working hours, or within first 4 hours of next business day if reported outside of normal working hours.

Priority 2 category - Technical support is assigned and CLIENT contacted within eight hours if reported during normal working hours, or within first eight hours of next business day if reported outside of normal working hours.

“Normal working hours” means 0900-1730 CET time except weekends and public holidays.

e) Escalation Process.

Three levels of support exist in the INTERACTIVE MEDICA Technical Support Model: Technical, Management, and Executive. Initially, issues are received by Technical Support personnel and owners assigned according to severity and availability. Issues may be escalated to the next level by CLIENT or INTERACTIVE MEDICA for several reasons: severity level, customer impact, extended period of time without resolution, etc. Each issue is reviewed and researched between INTERACTIVE MEDICA & CLIENT and with or without agreement can be escalated to a different level.

Service Request Management

Service Management refers to the set of services dealing with the day-to-day running of the application. The Service Catalogue defines the standard services needed. This Catalogue is maintained and updated regularly and sits as a stand-alone document

Services can be one of three types:

- Available in IM Configuration Centre module which CLIENT nominated contacts can be given access to meaning the client can complete the request without involving IM or IM can provide the service in which case the time for service request will be estimated and quoted to CLIENT.
- Not available in IM Configuration Centre but Service included in 2nd Level Support services.
- Not available in IM Configuration Centre and time for service request will be estimated and quoted to CLIENT.

The procedure for Requests that will be quoted is:

- Request added by client
- IM to estimate time for request
- Client to accept or reject estimate
- If accepted, work to be planned
- If rejected, request closed

CLIENT can benefit from a reduction on the hourly rate charged for quoted requests by pre-paying hours. Please contact your Client Partnership team member for pricing.

Change Request Management

Change Requests are requests to change the application that are not specified in the Service Catalogue. For example, implementing a new functionality or module, requesting new development of the application. For non-trivial requests, IM will prepare a Requirements Document with the CLIENT. For requests that are estimated at more than 5 days, IM will prepare and share with CLIENT a Summary Project Plan.

Change Requests are estimated and quoted in the same way as Service Requests above. Rates for Change Requests can be requested from your Client Partnership Team member

Local Client Management Roles and Responsibilities

Role	Responsibility
CLIENT System Owner	Overall responsible for the IM Application service area in CLIENT and responsible for relationship with IM.
CLIENT System Administrator	Liaise with IM's System Administrator. Maintain SLA (this document). Maintain list of Super-Users. Act as contact between IM and CLIENT IT department.
Super-User	Provide local support to CLIENT Users in each relevant location.
CLIENT Local Helpdesk	1 st level support
CLIENT Central Helpdesk	2 nd level support
IM Client Manager	Overall responsible in IM for relationship with CLIENT
IM Application Manager	Responsible for 2 nd level support and general account follow up

Address Database Services

- a) Address Databases - Subject to Third Party supply – Not applicable
- b) Activities chargeable
 - i. Interface design and implementation based on the third-party data base update routines
 - ii. Regular checking to ensure date inserts (ACDM) are performed in line with CLIENT's supply contract with the third-party data supplier
 - iii. Data loading and cleansing in line with any CLIENT implementation or change request
 - iv. Database management functionality (ACDM) as part of the IM application. This allows CLIENT local operations to maintain and manage their own database.

Monthly KPI overview by country

- a) Hosting Monitoring

- b) There is double monitoring. One done by Interactive Medica as responsible of the system support and a second one by the hosting provider. AWS is Support Reporting

A service level report for issue resolution will be generated and available on the Support Management System that is available for all CLIENT domains as per the umbrella agreement. Reports will be available monthly if required.

- c) Client Application Monitoring

Client Application Monitoring. IM is responsible and will monitor CLIENT/user and application these may consist of, including but not limited to availability, general response time, location, Page Request/Response Time, Logon Process Time

- d) Server Capacity

Databases, users, CPU, memory and hard disk usage will be monitored across the web/application and each separate server System. Concurrent usage is targeted at and based on 50-60 % of users online at any one time. This will be reviewed after each domain roll out based on the concurrent usage pattern established in that market. An overall evaluation will be performed every year.

Schedule 2: Data Processing Addendum

Processing Details Subject-matter:

The provision of modular cloud-based software as a service to clients in the healthcare sector to effectively manage their sales, marketing and medical resources and collaborate with healthcare providers to provide better outcomes commercially and for patients.

Nature and Purpose:

- Software Development
- Software Hosting
- Software Support
- Data Management, including Data Matching or Suppression Management against Licensee owned data and/or other third-party owned data; and/or
- Provision of an email platform within the software

Types of Personal Data:

Personal data fields on individuals in their professional capacity are to be included in the software as determined with each client in the implementation process. These may include but are not limited to the following:

- Name and job title
- Roles and responsibilities
- Organisation name and contact details

Duration:

- For the term of the agreement

Categories of Data Subject:

- Users and client's customers and prospects

Sub-processors:

The Client understands and authorises the Company to engage Sub-processors to process customer personal data on Client's behalf as listed on the Company's website at [Sub-Processors](#).

This data processing agreement (DPA) shall be read in accordance with Data Protection Law, and in the event that any of the terms, conditions or provisions of this DPA are deemed invalid, unlawful, unenforceable or non-compliant with Data Protection Law to any extent, it shall be deemed modified to the minimum extent necessary to make it valid, legal, enforceable and compliant under Data Protection Law whilst maintaining the original intention of this DPA.

BASIS, DEFINITIONS AND INTERPRETATION

- 1.1 Data Protection Law: as applicable the Data Protection Act 2018, the General Data Protection Regulation ((EU) 2016/679), (and any UK law which implements or acts as a domestic equivalent of it in whole or in

part), and any applicable laws, regulations or secondary legislation relating to privacy or data protection, as amended or updated from time to time.

- 1.2 Provider: As set out in the Order.
- 1.3 Any terms or words defined in Data Protection Law and used in a provision of this DPA relating to personal data shall, for the purposes of that provision, have the meaning set out in Data Protection Law.
- 1.4 In consideration of the mutual promises set out in this DPA (the sufficiency of which each party expressly acknowledges), the parties agree to amend the Agreement (as defined in the General Terms and Conditions and below) as set out below.

DATA PROTECTION

- 1.5 The Provider and the Customer are parties to an agreement for the provision of services which include data processing by the Provider for or on behalf of the Customer (the Agreement). This DPA is intended to ensure that the Customer's appointment of the Provider is compliant with Data Protection Law.
- 1.6 Both parties will comply with all applicable requirements of Data Protection Law. This clause 1 is in addition to, and does not relieve, remove or replace, a party's obligations under Data Protection Law.
- 1.7 The parties acknowledge their understanding that for the purposes of Data Protection Law, the Customer is the data controller and the Provider is the data processor in relation to any personal data processed on behalf of the Customer in connection with the performance by the Provider of its obligations under the Agreement. Where, in respect of any personal data, the Customer is a data processor on behalf of a third party, the Customer warrants that the Customer's instructions and actions regarding such personal data (including the appointment of the Provider as a data processor) have been authorised by such third party. The front sheet of this DPA and the Agreement set out the subject-matter, nature and purpose of processing by the Provider, the duration of the processing and the types of personal data and categories of data subject. The Customer acknowledges and agrees all such details as accurate and comprehensive
- 1.8 Without prejudice to the generality of clause 1.6, the Customer will ensure that it has all necessary consents and notices in place to enable lawful transfer of the personal data to the Provider for the duration and purposes of the Agreement.
- 1.9 Without prejudice to the generality of clause 1.6, the Provider shall, where it acts as a data processor on behalf of the Customer:
 - 1.9.1 process that personal data only on the written instructions of the Customer (and the Customer hereby instructs the Provider to process that personal data as required to perform its obligations under the Agreement) unless the Provider is required by the laws of England and Wales or of any member of the European Union or by the laws of the European Union applicable to the Provider to process personal data (Applicable Laws). Where the Provider is relying on Applicable Laws as the basis for processing personal data, the Provider shall notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer;
 - 1.9.2 ensure that it has in place appropriate technical and organisational measures as required by Data Protection Law;
 - 1.9.3 ensure that all its personnel who have access to and/or process personal data are obliged to keep the personal data confidential;

- 1.9.4 not transfer any personal data outside of the European Union and the UK unless the prior written consent of the Customer has been obtained (save that where any personal data held by the Provider is accessed by or on behalf of the Customer from outside the European Union and the UK, the Customer hereby instructs the Provider to permit such access);
- 1.9.5 taking into account the nature of the processing, assist the Customer, at the Customer's cost, in responding to any request from a data subject (insofar as this is possible) and in ensuring compliance with the Customer's obligations under Data Protection Law with respect to (taking into account the information available to the Provider) security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 1.9.6 notify the Customer without undue delay on becoming aware of a personal data breach, and (in with regard to its obligations under clause 1.9.8) immediately inform the Customer if (in the Provider's opinion) an instruction of the Customer's infringes Data Protection Law;
- 1.9.7 at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Agreement unless required by Applicable Law to store the personal data; and
- 1.9.8 make available to the Customer all information necessary to demonstrate its compliance with this clause and Data Protection Law (which shall remain the

Provider's confidential information and which the Customer shall not disclose or use other than to confirm the Provider's compliance with Data Protection Law) and allow for and contribute to audits by the Customer or the Customer's designated auditor at the Customer's expense, on reasonable written notice during business hours and subject to such reasonable measures as the Provider (or any sub-processor) requires in relation to its security and confidentiality requirements and not causing disruption to its business activities.

- 1.10 The Customer specifically authorises the appointment of any sub-processors the list of which can be found at [Sub-Processors](#) and generally authorises the Provider to appoint further or alternative sub-processors on such sub-processors' terms of business which incorporate terms which are substantially similar to those set out in this clause. Where the Company appoints or replaces a sub-processor such appointment shall be published on the Company's website at [Sub-Processors](#). If the Customer wishes to object to such changes, it may do so by providing to the Company written notice of such objection within thirty (30) days of receipt of such original notice. Where the Customer does not provide written notice of such objection, or continues to use such services following the change, it shall be deemed to have accepted such change. The Company shall remain fully liable for all acts or omissions of any sub-processor engaged by it.
- 1.11 The Customer acknowledges that it has been provided with the Provider's security information, policies, evidence and guarantees (Guarantees), and having reviewed and considered such Guarantees, considers the measures set out in them to be such that the Provider meets the requirements of Data Protection Law in respect of its processing under the Agreement.

GENERAL

- 1.12 This DPA shall form part of the Agreement continue for the duration of the Provider's processing of personal data for or on behalf of the Customer under the Agreement. Any limitations on liability set out in the Agreement shall include the provisions of this DPA as this DPA is part of the Agreement.
- 1.13 In the event of any conflict in relation to the data protection provisions of this DPA and the Agreement, the provisions of this DPA shall prevail.

The parties hereby agree that this DPA shall be governed by and interpreted in accordance with English Law, and hereby submit to the English courts.

Schedule 3: Service Catalogue

Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service
User Maintenance	Create a user		Available		To be Quoted
User Maintenance	Update user details (name, email, title)		Available		To be Quoted
User Maintenance	Inactivate a user		Available		To be Quoted
User Maintenance	Unblock a user	Password Reset in Login Page available	Available		To be Quoted
User Maintenance	Reset password for a user	Password Reset in Login Page available	Available		To be Quoted
User Maintenance	Change default settings		Available		To be Quoted
User Maintenance	Change the territory of a user (to an existing territory)	Excludes creation of new Territories	Available		To be Quoted
User Maintenance	Change the role of a user		Available		To be Quoted
User Maintenance	Hierarchy updates		Available		To be Quoted
User Maintenance	Calendar Sharing Maintenance		Available		To be Quoted
User Maintenance	Login as Functionality updates		Available		To be Quoted
User Maintenance	Budget assignment				To be Quoted
User Maintenance	CLM User Maintenance			Included	
Group Maintenance	Create a group/profile		Available		To be Quoted
Group Maintenance	Assign users to existing groups/profiles		Available		To be Quoted
Group Maintenance	Remove users from groups/profiles		Available		To be Quoted
Territory Allocation maintenance	Create a territory linked to an existing salesforce with already defined rules		Available		To be Quoted
Territory Allocation maintenance	Update territory name		Available		To be Quoted
Territory Allocation maintenance	Update geography/selection rules for a territory		Available		To be Quoted
Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service

Territory Allocation maintenance	Create a new salesforce				To be Quoted
Territory Allocation maintenance	Change salesforce territory structure	Territories/regions that belong to a salesforce	Available		To be Quoted
Territory Allocation maintenance	Change territory allocation rules for the salesforce		Available		To be Quoted
Territory Allocation maintenance	Create a new region		Available		To be Quoted
Territory Allocation maintenance	Update region - territory structure		Available		To be Quoted
Territory Allocation maintenance	Assigned / change assignment of region to user/s		Available		To be Quoted
Territory Allocation maintenance	Complete territory allocation re-alignment		Available		To be Quoted
Product Maintenance	Create a product		Available		To be Quoted
Product Maintenance	Update product assignment to groups/salesforces		Available		To be Quoted
Product Maintenance	Allow product in activity detailing / KAM		Available		To be Quoted
Product Maintenance	Maintain competitors and therapy area/market (update, remove)				To be Quoted
Product Maintenance	Campaign assignment to groups		Available		To be Quoted
Product Maintenance	Create samples		Available		To be Quoted
Product Maintenance	Create promotional material		Available		To be Quoted
Product Maintenance	Maintain samples/promotional material categories		Available		To be Quoted
Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service
Product Maintenance	Update samples assignment to groups/salesforces		Available		To be Quoted

Product Maintenance	Update promotional material assignment to groups/salesforces		Available		To be Quoted
Product Maintenance	Maintain sample limitations		Available		To be Quoted
Product Maintenance	Maintain batches		Available		To be Quoted
Product Maintenance	Maintain OTC products, prices and discounts		Available		To be Quoted
System Maintenance - Data Interfaces	Interface checks for database provider interface			Included	
System Maintenance - Data Interfaces	Interface checks for sales and targets interface			Included	
System Maintenance - Data Interfaces	Interface checks for prescription data interface			Included	
System Maintenance - Data Interfaces	Interface checks for export data interface			Included	
System Maintenance - Data Interfaces	Interface checks for expenses data interface			Included	
System Maintenance - Data Interfaces	Interface checks for CLM interface			Included	
System Maintenance - Data Interfaces	Check database schedule procedures			Included	
System Maintenance - Data	Maintain IM FTP access (add/remove users)			Included	
System Maintenance - Error log	Proactive checking on application errors			Included	
System Maintenance - Yearly Procedures	Activity history archiving			Included	
Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service
System Maintenance - Yearly Procedures	Database history data archiving (person, sites)			Included	
System Maintenance - Yearly Procedures	Other data archiving (account plans, expenses, reports)			Included	

System Maintenance - Yearly Procedures	Time and daily report yearly update (public holidays, etc)			Included	
System Maintenance - Yearly Procedures	Sales target data load (when no interface is available)			Included	
System Maintenance - Administration	Frequency target updates		Available		To be Quoted
System Maintenance - Administration	Unlock activities		Available		To be Quoted
System Maintenance - Administration	Unlock time		Available		To be Quoted
System Maintenance - Administration	Unlock expenses		Available		To be Quoted
System Maintenance - Administration	Unlock meeting-budget		Available		To be Quoted
System Maintenance - Administration	Merge duplicate sites or accounts	For own database module	Available		To be Quoted
System Maintenance - Administration	Update application labels		Available		To be Quoted
System Maintenance - Administration	Update table of values description translation		Available		To be Quoted
System Maintenance - Administration	Unlock account plans		Available		To be Quoted
System Maintenance - Administration	Unlock coaching reports		Available		To be Quoted
Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service
System Maintenance - Administration	Maintain list categories and assignment to groups		Available		To be Quoted
Configuration - Codes Maintenance	Create a new site/person code				To be Quoted
Configuration - Codes Maintenance	Assignment of codes to groups				To be Quoted
Configuration - Codes Maintenance	Change table of values /data type				To be Quoted

Configuration - Codes Maintenance	Configure codes in search				To be Quoted
Configuration - Codes Maintenance	Configure codes in datagrids				To be Quoted
Configuration - General Info	Configure fields in general info for site, person, activity				To be Quoted
Configuration - General Info	Assign general info rights to groups				To be Quoted
Configuration - Datagrids	Configure fields in configurable datagrids in the system				To be Quoted
Configuration - Datagrids	Create a new datagrid				To be Quoted
Configuration - Datagrids	Assign datagrid fields rights to groups				To be Quoted
Configuration - Dbreport	Change fields and mandatory fields in dbreport functionality				To be Quoted
Configuration - Dbreport	Set up of dbreport				To be Quoted
Configuration - Activity Rights	Update activity editing rights				To be Quoted
Configuration - Activity Rights	Update activity validation procedure				To be Quoted
Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service
Configuration - Alerts	Create a new alert				To be Quoted
Configuration - Alerts	Change alert name, mandatory flag				To be Quoted
Configuration - Alerts	Assign alerts to groups				To be Quoted
Configuration - Alerts	Change result list - datagrid change				To be Quoted
Configuration - Tabs	Change tab assignment to groups				To be Quoted

Configuration - SubTabs	Change subtab assignment to groups				To be Quoted
Configuration - Pages	Change page layout				To be Quoted
Configuration - Pages	Add/remove controls from a page				To be Quoted
Configuration - Pages	Change page assignment to groups				To be Quoted
Configuration - Controls	Change control assignment to groups				To be Quoted
Configuration - Coaching	Add/remove coaching fields				To be Quoted
Configuration - Coaching	Change coaching field assignment to groups				To be Quoted
Configuration - Coaching	Update help in coaching parameters				To be Quoted
BI Reports	Creation of a new report through configuration tool		Available		To be Quoted
BI Reports	Modification of existing reports through configuration tool		Available		To be Quoted
Area	Action	Explanation	CLIENT Internal Admin User	Included in 2nd Line Support	Available as additional service
BI Reports	Change report assignment to groups		Available		To be Quoted
BI Reports	Reports library maintenance				To be Quoted
Insights	Assignment of existing KPI/reports to groups				To be Quoted
Insights	Pre-agreed data loads			Included	
Insights	Add additional data to existing report				To be Quoted
CLM	Upload content (content creation not included)		Available		To be Quoted
CLM	Publish existing content		Available		To be Quoted

Training	Admin training				To be Quoted
Training	Advance admin training				To be Quoted
Training	Reports admin training				To be Quoted
Training	Reports library maintenance				To be Quoted
Training	MMM training				To be Quoted
Training	CLM end user training				To be Quoted
Training	CLM PM user training				To be Quoted
Training	CLM Agency user training				To be Quoted
Training	Generate User Documentation				To be Quoted
Training	Respond to nominated "2nd line support contact" questions			Included	