This Data Services Specification sets out the non-exclusive terms and conditions under which the Company licences data to the Client ("Licensee" / "Client") as set out in the Order and the Company General Terms and Conditions, together "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. "**Additional Services**" means any additional services to be supplied by the Company and as agreed in writing;
1.2. "**Annual Licence and Service Fee**" means the fee payable by the Client for the Product and Support Services under this Agreement;
1.3. "**Authorised Affiliate**" means an entity owned 50% or more by the Client which shall be notified to the Company in writing at the time of placing the Order. The Company reserves the right to refuse the acceptance of an affiliate;
1.4. "**CRM Contract**" means the contract that defines a data feed and associated Services into the nominated customer relationship management system;
1.5. "**CRM System**" means the Client's customer relationship management system notified to the Company or approved equivalent;
1.6. "**Data Sharing Agreement**" / "**DSA**" means the Agreement for non-disclosure and data sharing required to be entered into by the Client and any third parties who will have access to the Products and Services, and which shall be a Schedule to this Agreement;
1.7. **"Disengagement Services"** Upon expiration and / or termination of this Agreement, the Company shall provide disengagement services to the Client subject to the requirements of and pursuant to the process agreed between the Parties in writing. Such disengagement services shall form part of the Services under the Agreement;
1.8. "**Licensee**" means the Client set out on the Order;
1.9. "**Licence Term**" means the term for which the Client is permitted to use the Product as set out in the Order;
1.10. "**SLA**" means Service Level Agreement which shall be issued where applicable as a Schedule and forms part of this Agreement.
1.11. "**Validation**" means the Client's validation of the information by way of customer contact activity, Product ordering activity, and market research activity carried out by the Licensee or by a third party on behalf of the Licensee.

2. USE OF THE PRODUCT

2.1. This Agreement provides the Licensee with a revocable, non-transferable, limited licence to use the Product.
2.2. Upon payment of the Annual Licence and Service Fee the Licensee is permitted to use the Product in the CRM System for the purpose of recording, planning and reporting representative visits and other sales and marketing activities.
2.3. Use of the Licence is strictly limited to the entity named in the Order or its Authorised Affiliates. Each additional entity in a Group Company shall each require its own Licence.
2.4. The Licensee is strictly prohibited from making copies of the Product.
2.5. 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 system on termination or expiration of the Agreement for any reason.
2.6. Except as provided for in this Agreement, the publication, distribution, alteration and / or sharing or re-sale of the Product is strictly prohibited.
2.7. The Licensee shall be deemed to own only data provided to it at the time of collection from the data subject. All other data shall be licensed to the Licensee under the terms of this Agreement.
2.8. The Licensee is expressly prohibited from sharing the Product with any third parties unless authorised to do so by the Company in advance, in writing.

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2.9. Where the Licensee is authorised to share the Product with a third party under the terms of clause 2.8, the Licensee shall not do so until the authorised third party has entered into a DSA with the Company.

2.10. 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.

2.11. The Licensee will not cause or permit anything which may damage or cause harm the intellectual property of the Company, its title to it, or assist or allow others to do so. 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.

2.12. The Licensee warrants that it shall not share or publish any timelines or other such scheduling relating to the Product which for the avoidance of doubt, is considered to be the Company intellectual property.

2.13. All additional and related information including Licensee target flags and Licensee mailing responses, which may be linked to the Product, as a result of end user contact activity, Product ordering activity, and market research activity, will remain the intellectual property of the Licensee.

2.14. All Product records shall be removed from the Licensee's systems within 30 days, or such other timeframe as agreed in writing between the Parties, of termination of this Agreement for any reason.

2.15. The Licensee shall, during the Licence Term, notify the Company of any changes to the individuals contact details in the Product.

2.16. The Licensee acknowledges that data provided under some Licences may include 'seed' or 'sleeper' records, which do not relate to a real individuals or organisations. These records are included for the purpose of monitoring the use of the data, monitoring unauthorised use and protecting the Company's intellectual property.

2.17. Failure to comply with this clause 2 shall constitute a material breach of this Agreement and the Company shall be entitled to terminate the Agreement with immediate effect. Such termination shall not entitle the Licensee to a refund or credit or act as a waiver of the Licensee's s obligation to pay any Licence and Service Fees paid or payable under the Agreement. The Company's losses as a result of a breach of this clause shall be pursued in full by the Company. Any charges applied as a result of such a breach shall be charged at the prevailing rates.

2.18. Where applicable, the Licensee shall undertake the relevant mandatory training in relation to its use of the Product.

3. TERM, RENEWALS AND DISENGAGEMENT SERVICES

3.1. This Agreement shall commence on the Commencement Date and shall remain in effect for an initial Licence Term as set out in the Order.

3.2. At the end of the initial Licence Term, the Licence shall automatically renew for a period of twelve (12) months and thereafter on each anniversary of the Licence Term for subsequent terms of twelve (12) months each, unless either Party serves written notice with no less than ninety (90) days before the expiry of the then current, or renewed, Licence Term.

3.3. In the event the Client does not elect to auto renew in accordance with clause 3.2, the Fees together with the initial scope of work as set out in the Order and Additional Services shall be subject to review.

3.4. Where the Client terminates the Licence part-way through the Licence Term, the Licence and Service Fee shall be payable to the Company, without deduction.

3.5. Should the Licensee make changes to its CRM System necessitating a change in Product supply format, the Company shall, at the Licensee's request, endeavour to make such changes to the Product supply format, to the satisfaction of the Licensee. The Company shall make reasonable charges, at the prevailing rates, for such alterations, such charges to be agreed by the Parties in writing in advance prior to such alterations being made.

3.6. The Company shall be entitled to review the Licence and Service Fees annually on the anniversary of the Licence and increase these in line with the Consumer Price Index.

3.7. The Licence Term of this Agreement will be extended for the purposes of providing Disengagement Services and its terms shall continue to apply until the Disengagement Services are completed.

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4. WARRANTIES

4.1. The Client warrants that it shall, at all times, comply with its obligations under Data Protection Laws in its use of the Product including its responsibilities as set out in Schedule 1.

4.2. Where the Client is identified to have used the licenced data outside of the Licence Term, as set out in clause 2.16, the Client shall pay the Licence and Service Fees, at the prevailing rates, set out in the Order for each occasion of such unlicensed use of the Product.

4.3. The Client shall provide all Client Material required for the Company to provide the Product. Failure by the Client to do so may result in delay to implementation of the Product, for which the Company shall have no liability to the Client.

4.4. The Company shall have no liability to the Client where delays result from delays in updating of the data by any third-party data provider or such other external source upon which the Company may rely in order to provide the Product and / or Service.

4.5. Where Products delivered through digital platforms and scheduled maintenance and / or repairs and / or updates are required, the Company shall use commercially reasonable endeavours to carry out such maintenance and / or repairs and / or updates outside of business hours. The Client acknowledges that this may not always be possible, and the Company reserves the right to, upon reasonable notice to the Client:

4.5.1. carry out such maintenance during business hours; and / or

4.5.2. temporarily suspend access to the Product to enable major maintenance and / or repair and / or updates to take place.

4.6. the Company warrants:

4.6.1. that the Product will at all times be maintained and updated in accordance with the Company's processes and methodology, which shall incorporate reasonable obligations relating to prompt and accurate maintenance, improvement, updating and availability of the Product. The Company does not provide any warranties in relation to the updating and / or maintenance of any third-party data;

4.6.2. that it has the right to licence the Product under this Agreement;

4.6.3. that all data supplied under the Licence has been gathered and processed, sold and transferred in accordance with the Data Protection Laws.

5. WHERE LICENSEE'S ARE PURCHASING LICENSED MANAGED LISTS

5.1. **Supported records that are out of scope and Validation**

5.1.1. When a record (contact or location) is submitted for Validation and the role or location type of that record is included in the Company's research programme, the record is classified as supported.

5.1.2. If successfully validated, supported records can be added to managed lists on behalf of clients if the record falls outside of the scope of the CRM Contract. These records will be revalidated on a regular basis by the Company as they form part of its research programme. Only information collected through the Company's research programme is supported.

5.1.3. the Company (who act as the data controller for supported records) are responsible for ongoing Validation of the elements of supported records on managed lists, that are validated through the Company research programme.

5.2. **Unsupported records**

5.2.1. When a record (contact or location) is submitted for Validation and the role or location type of that record is not included in the Company's research programme, the record is classified as unsupported.

5.2.2. If successfully validated, unsupported records can be added to managed lists on behalf of Licensees. These records will not be revalidated by the Company as they do not form part of its research programme.

5.2.3. The Licensee acknowledges that it is the data controller for all unsupported records and is responsible for those data records and ensuring compliance with Data Protection Laws.

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5.2.4. The Company acts as a data processor for all data records added to an unsupported Licensee-managed list.

5.2.5. If any unsupported Licensee managed list Services are cancelled or removed from the CRM Contract, the Company will arrange for the Licensee data to be returned to the Licensee within ninety (90) days and the company will destruct all data records within ninety (90) days.

5.3. **Unvalidated records**

5.3.1. When a record (contact or location) is submitted for Validation and the record cannot be validated by the Company or the Licensee requires the Company to add the record to their managed list without attempting to Validate the record, the record will be classified as unvalidated.

5.3.2. Unless otherwise specified in the Order the Licensee shall be solely responsible for revalidating all unsupported and unvalidated records on an annual basis in order to comply with Data Protection Laws and the ABPI Code of Practice.

5.3.3. Unvalidated records do not form part of the Company's research programme.

5.3.4. The Licensee is the data controller for all unvalidated data records. The Company acts as a data processor for all data records added to an unvalidated Licensee managed list. The Licensee shall comply will Data Protection Laws in respect of all unvalidated records.

5.3.5. If any unvalidated Licensee managed list Services are cancelled or removed from the CRM Contract, the Company will arrange for the Licensee data to be returned in a reasonable time and retain any data records for up to twelve (12) months post cease of service.

5.3.6. The Company can undertake cleansing and revalidation projects to Validate and permission unsupported or unvalidated records on behalf of Licensees upon their request, each of these projects will be quoted for separately. Evidence of Validation may be required to maintain this data on behalf of clients in line with Data Protection Laws.

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SCHEDULE 1

DATA CONTROLLER / DATA PROCESSOR RESPONSIBILITIES

Our Company information notice has been sent to all current data subjects and is sent to all new data subjects.

The Privacy Policy is made available to the data subjects at the point of collection and/or Validation.

The legitimate interest assessment details the Company's definition of legitimate interest for the licensing of data to third-parties.

In terms of data controller and data processor, these are the definitions that the Company uses in determining data protection responsibilities (below). These are derived from the Information Commissioner's Office ("ICO") and Data Protection Law, and form the basis of our data protection policy, processes and notices.

Definitions:

"Data Controller" determines the **purposes** for which and the **means** by which personal data is processed. So, if a company/organisation decides 'why' and 'how' the personal data should be processed, it is the data controller. More than one organisation can be the data controller of the same data, if they are individually responsible for different elements of use, process and data protection. The ICO's definition provides flexibility, such that it can allow one data controller to mainly, but not exclusively, control the purpose of the processing with another data controller. In other words, just because restrictions are imposed on the use of personal data, this does not necessarily mean that there is a controller – processor relationship.

"Data Processor" – processes personal data only **on behalf of the controller**.

Based on these definitions, we have produced the following assessment of our respective data protection responsibilities and obligations where a Client is licensing Company data:

- The Company provides HCP data to the Client under licence.
- The Company is the data owner (in that it has rights in the data), and a data controller, in that it determines how the data can be used by licensees, which is detailed in the Licence and /or Services Agreement. The restrictions put in place on the use of data are not just there for commercial purposes, they are also there for compliance. As a data owner and controller, we need to have a record of how, where, when and who uses our data, so we can fulfil not just our data protection obligations but also our commitments made to the data subjects in our information processing and privacy notices. Copies can be available on request.
- The Company provides warranties that the data is collected, processed and validated within relevant data protection laws, and can be passed to third-parties under licence. Our legitimate interest assessment for licensed data provides details of this. Copies can be made available on request.
- The Company has sent an information processing notice to all data subjects, detailing that their data will be processed under legitimate interest, and may be used by third-parties for a variety of 'services and communications', which are 'healthcare related' and where appropriate 'relevant to their professional role'. In respect of WH's decision to make the data available, The Company is the data controller.

- The Client works within the terms of the licence in respect of the data provided to them under licence by the Company.
- The Client, once the data is licensed from the Company, is responsible for its own data protection obligations in respect of using the data under the terms of the licence. This would include defining their own legal basis for using the Company data, and any other data protection responsibilities that they feel they have in relation to that legal basis, the day-to-day use of the data and the nature of their individual business, for example: The Company is not involved in any scripts used for calls to data subjects or processes directly related to the provision of Client's services, communications or its own activities. In respect of this data processing, the Client would be the data controller. If the Company is sending out a communication (mailing or email) on behalf of the Client, then this would be from the Client. The Company's role is to provide the platform (in the case of email) or the facilities (in the case of mailing). In this instance, the Client is the data controller and the Company is the data processor.
- The Client is responsible for managing any opt-outs or permissions, given to them directly by an individual data subject. An opt-out from the Client does not automatically translate into an opt-out from the Company and vice versa. The Client would be the data controller.

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- The Client may use the data for i) its own purposes for analysis and reporting. In these circumstances, Client is not processing this data on behalf of the Company. The Company is not involved in the processes used in the carrying out of these tasks. The Client would be the data controller.
- The Client may also use the data for ii) the purposes of providing sales and marketing services to its own clients. In these circumstances, the Client is not processing this data on behalf of the Company, but in order to provide its services to, or communicate with, or to its own clients. The Client is responsible for carrying out these services in compliance with Data Protection Laws. The Company is not involved in the processes used in the carrying out of these services. The Company therefore cannot be responsible for any data protection breach pertaining to the provision of these services. In these instances the Client will be a data controller. Where a Client third-party is using the Company to carry out services on behalf of the Client (with the written permission of the Company, by way of a DSA), then both the Client and the third-party would be data controllers.
- Should the Client receive a data subject access request from a data subject, they would be responsible for responding to this directly but may say that the original source of the data is the Company. The Client would only be responding about the data they have about the individual, which may not be all the data the Company has. If a data subject wanted to see all of the Company information, then they would need to make a DSAR direct to the Company. In addition, the Client may also have data attributes, activity etc, against that individual that the Company are not privy to, and which they may also be required to disclose. The Client would be the data controller.

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SCHEDULE 2

DATA PROCESSING AGREEMENT

Processing Details

Subject-matter:

Healthcare Professionals (UK and ROI) in relation to their professional role

Nature and Purpose:

- Sending out communications on behalf of Licensee; and/or
- Data matching or suppression management against Licensee owned data (not other third-party owned data); and/or
- Building, managing and/or validation databases and/or lists on behalf of Licensee, and/or
- Contacting journalists, KOLS or other named contact(s) on behalf of Licensee

Types of Personal Data:

Personal data in relation to a healthcare professional's professional role including:

- Name and job title
- Roles and responsibilities
- Interests/specialties
- Organisation name and postal address (workplace)
- Telephone number and email address (workplace)
- Gender (where applicable)
- Professional qualifications and year/place of qualification
- Professional registration (i.e GMC Code)
- Interaction information and profiling (where applicable)

Duration:

- For the term of the agreement or 12 months (whichever is shortest). DPA to be reviewed annually.

Categories of Data Subject:

- Healthcare professionals (the client's customers)

Sub-processors:

When operating as a Data Processor, WHC engages the following sub-processors for the activities listed

- Forfront (email communications sent on behalf of clients)
- 354 (postal communications sent on behalf of clients)
- AWS (hosting of online platform)

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- Merit (data validation and research on behalf of clients)

Any changes by the Company to the sub-processors set out above will be notified in writing to the Client.

This addendum shall be read in accordance with Data Protection Law, and in the event that any of the term, condition or provision of this addendum is 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 addendum.

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 addendum 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 addendum (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 addendum 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 addendum 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;

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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-processor set out on the front page of this addendum or identified in the Agreement 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 Provider appoints or replaces a sub-processor it shall notify the Customer in advance. If the Customer wishes to object to such changes, it may, within 30 days of receipt of the original notice, terminate on written notice without penalty the relevant services directly affected by that change. Where the Customer does not provide written notice of such termination, or continues to use such services following the change, it shall be deemed to have accepted such change. The Provider 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 addendum 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 addendum as this addendum is part of the Agreement.

1.13 In the event of any conflict in relation to the data protection provisions of this addendum and the Agreement, the provisions of this addendum shall prevail.

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