

1 Contents

1	1
2	1
3	2
4	2
5	2
6	3
7	3
8	4
9	4
10	Error! Bookmark not defined.
11	Error! Bookmark not defined.
12	Error! Bookmark not defined.
13	5
14	5

PINGA DIGITAL PAPER VIEWER MODULE LICENCE AND SUPPORT TERMS AND CONDITIONS

These are the terms on which MEDX CONNECT PTY LTD ABN 85 162 594 309, distributing via TUESDAY COMMUNICATIONS LIMITED, Company Number 335906, THE TONY RYAN ACADEMY 3013 LAKE DRIVE CITYWEST DUBLIN 24 (**the Supplier**) licenses you X Hospital, (**the Customer**) to use the software product titled "PINGA Digital Paper Viewer" (**the Software**) and offers you SLA based support (**the Support Services**) and Application Programme Interface services (**API Services**) solely in respect of allowing software to access the overall elements of the PINGA Electronic Health Record (**EHR**) Architecture at and by the sole discretion and agreement of the Supplier. By installing and using the Software you agree to the following terms and conditions. If you do not agree, you may NOT USE the Software.

2 Precedence of documents

- 2.1 Subject to clause 1.2, if there is any conflict between the main body of this Agreement and any schedules or annexures comprising it, then the provisions of the main body of this Agreement prevail.
- 2.2 Any additional terms which are included by the parties in Item 8 of the Schedule (**Special Conditions**) will prevail in the event of any conflict with the main body of this Agreement.

3 Grant of Licence

- 3.1 Upon the Supplier's receipt of the Licence and Support Fee specified in Item 2 of the Schedule, the Supplier:
 - (a) grants to the Customer for the Licence Period specified in Item 3 of the Schedule a perpetual, non-exclusive, non-transferable revocable licence to use the Software (in executable code) as modified or updated from time to time by any patches or maintenance

releases for the Customer's internal business purposes subject to the terms and conditions of this Agreement; and

- (b) will promptly notify the Customer of the date of the Supplier's receipt of the Licence and Support Fee and the date upon which the Licence Period will expire.

3.2 The Customer must use the Software:

- (a) for the purpose of presenting scanned medical record based information in the proper format using the PINGA Digital Paper Viewer
- (b) in accordance with the Scope of Use specified in Item 4 of the Schedule.

3.3 The Customer must not, except to the extent permitted by any law that cannot be excluded by the parties, copy, modify, disassemble, decompile or reverse engineer the Software nor merge it with any other software nor directly or indirectly permit any third party to do any of the foregoing.

3.4 The Customer acknowledges that it may not be possible to operate Software provided under this Agreement without an activation key which will be immediately supplied by the Supplier following the request of the Customer.

4 Confidentiality

4.1 The Customer acknowledges that the ideas and expressions contained in the Software and any modifications or particulars of them that may be provided to the Customer by the Supplier are confidential (except to the extent that they have entered the public domain other than through a breach of this Agreement by the Customer). The Customer undertakes not to disclose such confidential information to any person other than its agents and employees and then only to enable the Software to be used in accordance with and for the purposes of this Agreement. The Customer undertakes to ensure that such persons maintain that confidentiality.

4.2 The Customer undertakes not to remove, delete or obscure any copyright notices or confidentiality notices on or in the Software.

5 Privacy and data protection

5.1 The Customer acknowledges that the Customer is primarily responsible for the collection, holding, use and disclosure of any data affected by any data protection or privacy legislation, guidelines or directives, including without limitation the *EU GDPR rules* through of its use of the Software in accordance with clauses 2.2(a) and 2.2(b) and that the Customer undertakes to ensure that all its employees, agents and contractors will comply with the requirements of any Privacy Laws that may be applicable to the use of the Software in accordance with clauses 2.2(a) and 2.2(b). Without limiting the generality of the foregoing, the Customer undertakes to:

- (a) notify its Customers, clients and patients of any matter prescribed by any Privacy Laws in relation to the collection, holding, use and disclosure of the data affected by the Privacy Laws;
- (b) ensure that any data transferred to the Supplier is complete, accurate and up to date; and
- (c) notify the Supplier immediately upon becoming aware of or reasonably suspecting any breach by the Customer of any Privacy Laws that may be related to its use of the Software in accordance with clauses 2.2(a) and 2.2(b).
- (d) Indemnifies the Supplier and its agents wholly from any action or resulting legal action from patients, clinicians, users or third parties or any parties impacted by use of the Software
- (e) Indemnifies the Supplier from any action resulting in injury payment of damages through use of the Software

6 Intellectual property rights

6.1 For the purposes of this Agreement, the term "**Intellectual Property Rights**" means all copyright, patents, registered and unregistered design rights, trademarks and

service marks and applications for any of the foregoing, together with all trade secrets, know-how, rights to confidentiality and other intellectual and industrial property rights in all parts of the world.

- 6.2 The Customer acknowledges that it obtains no Intellectual Property Rights whatsoever in the Software or any associated documentation. As between the parties all Intellectual Property Rights vest in the Supplier for the purposes of this agreement.

Infringement of Intellectual Property Rights

- 6.21 If the Customer becomes aware of any infringements or suspected infringements by any third party of any Intellectual Property Rights in the Software, it must immediately notify the Supplier and must at the request and expense of the Supplier take such action as the Supplier may reasonably deem appropriate to protect its Intellectual Property Rights.
- 6.22 If the Customer becomes aware of any actual or potential claim which may be made against the Supplier or the Customer alleging that the Software infringes any third party's Intellectual Property Rights, it must immediately notify the Supplier of that claim.
- 6.3 Subject to clauses 6.4, 6.5 and 6.6, the Supplier will indemnify the Customer against liability arising out of any claim brought by a third party against the Customer which determines that the Customer's use of the Software constitutes an infringement of any Intellectual Property Rights.
- 6.4 In the event that proceedings are brought or threatened by a third party against the Customer alleging that the Customer's use of the Software constitutes an infringement of Intellectual Property Rights, the Supplier or its nominee may at its option and at its own expense conduct the defence of such proceedings. The Customer must provide all necessary co-operation, information and assistance to the Supplier in the conduct of the defence or settlement (or both) of such proceedings.

- 6.5 The Supplier will not be required to indemnify the Customer under clause 6.3 unless the Customer:

- (a) complies with clause 6.4; and
- (b) permits the Supplier, at the Supplier's option and expense, to modify, alter or substitute the infringing part of the Software in order to avoid continuing infringement, or to procure for the Customer the authority to continue the use and possession of the infringing Software.

- 6.6 The Supplier will not indemnify the Customer to the extent that an infringement, suspected infringement or alleged infringement arises from:

- (a) use of the Software in breach of this Agreement or in a manner or for a purpose not reasonably contemplated or not authorised by the Supplier; or
- (b) modification or alteration of the Software without the prior written consent of the Supplier.

- 6.7 The Customer will indemnify the Supplier against any loss, costs, expenses, demands or liability, whether direct or indirect, arising out of a claim by a third party alleging infringement (**Indemnified Loss**) if the claim arises from an event specified in clause 6.6, or for Indemnified Loss to the extent that it has been caused by a failure by the Customer comply with any of the requirements of clauses 6.4 or 6.5.

7 Warranty

- 7.1 The Customer acknowledges that the Software has not been written to meet the individual requirements of the Customer and is supplied on an "as is" basis. A failure of any part or the whole of the Software to be suitable for the Customer's requirements will not, subject to clause 7.4, give rise to any right or claim against the Supplier.
- 7.2 Subject to clause 7.4, the sole warranty given by the Supplier in connection with the Software is that the Software will perform substantially in accordance with the

accompanying user documentation for the duration of the Licence Period.

- 7.3 Subject to clause 7.4, the Customer's sole remedy for any breach of the warranty contained in clause 7.2 is that the Supplier will, at its option, correct the identified defect in the Software or replace the Software with software of substantially similar functionality, to be determined by the Supplier. The Customer must provide sufficient information about the defect to enable the Supplier to reproduce it in the Supplier's systems.
- 7.4 Nothing in this Agreement excludes, restricts or modifies any consumer guarantee, right or remedy conferred on a party by Consumer Law or any other applicable law that cannot be excluded, restricted or modified by agreement. To the fullest extent permitted by law, the liability of the Supplier for a breach of a non-excludable guarantee referred to in this clause 7.4 is limited, at the Supplier's option, to:
- (a) in the case of goods, any one or more of the following:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of the goods;
 - (iii) the payment of the costs of the Supplier replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired; or
 - (b) in the case of services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

8 Support Services

- 8.1 Upon the Supplier's receipt of the Licence and Support Fee specified in Item 2 of the Schedule, the Supplier will provide the services specified in Item 5 of the Schedule (**Support Services**) for the Licence Period.

- 8.2 If Service Levels are specified in Item 6 of the Schedule, the Supplier will provide the Support Services in accordance with the Service Levels.

- **API (Application Programme Interface) Services.**

- 8.3 Upon the Supplier's receipt of the Licence and Support Fee specified in Item 2 of the Schedule, and subject to this clause 7, the Supplier will provide to the Customer PINGA API Access as specified in Item 7 of the Schedule.
- 8.4 During the Licence Term, the Supplier will use commercially reasonable endeavours to provide API Services for any Customer software upgrade purposes to the Customer in accordance with Item 7 of the Schedule (including in accordance with the Service Levels, if any, specified in that Item).
- 8.5 Subject to clause 7.4, the Supplier does not warrant or guarantee that the provision of the API Services will be uninterrupted, error free (or both) or that the Customer will have uninterrupted access to the API Services, the Software (or both).

9 Publicity

- 9.1 If either Party wishes to make a public announcement concerning this Agreement or the relationship established hereunder and such disclosure mentions the other Party by name or description or incorporates that Party's trademarks, service marks, logos or other similar marks, such other Party shall be provided with an advance copy of the disclosure and shall have five (5) business days within which to approve or disapprove such use of its name or description (including mention of the name of a Product). Approval shall not be unreasonably withheld by either Party. Absent approval, no public disclosure shall use the name or marks of or otherwise describe such Party except to the extent required by applicable laws, or to the extent that the description of the other Party is limited to public information about the availability of the Product. All pricing and payment terms in this Agreement are confidential.

10 Liability

10.1 Unless this Agreement expressly provides otherwise:

- (a) to the maximum extent permitted by law, all express and implied conditions, warranties or liabilities (including liability as to negligence) regarding the condition, accuracy, suitability, quality or title to the Software, the Support Services, or the API Services are negated and excluded; and
- (b) without limiting clause 7.3 and subject to clause 7.4, the Supplier gives no condition, warranty, undertaking or representation in relation to the condition, accuracy, suitability, quality of or title to the Software, the Support Services, or the API Services (including any data contained in or supplied in relation to it or reports generated or produced by or with the aid of any of them).

10.2 The liability of the Supplier and the Customer for all loss, damage, costs, expenses, claims, demands, actions and proceedings arising out of or in connection with this Agreement, whether arising under common law (including negligence) or under statute, will be limited to the following extent:

- (a) Notwithstanding anything in this clause 8.2 or in any other provision of this Agreement, neither the Supplier or the Customer will be liable for any indirect lost profit or revenue, exemplary damages, loss of goodwill, deletion or corruption of electronically or digitally stored information, or without limiting the foregoing, any indirect or consequential loss or damage howsoever described or claimed;
- (b) The Supplier's liability to the Customer for any proven loss or damage suffered by the Customer relating to damage to any real property or chattels caused by an act or omission of the Supplier will be limited for an aggregate of all claims to value of all amounts paid or payable under this Agreement; and
- (c) The Customer's liability to the Supplier for any proven loss or damage suffered by the Supplier is limited for an aggregate of all claims to the amounts paid by the Customer to the Supplier in relation to the Licence and Support Fees paid by the Customer in the six

months prior to the Supplier's then current claim.

11 Termination

Either party may terminate this Agreement immediately by notice to the other party (**Non-terminating Party**) if the Non-terminating Party breaches this Agreement and fails to remedy the breach within 14 days of becoming aware of it. Upon termination of this Agreement, the Customer must immediately cease to use the Software and return the Software and all user documentation (and all copies of either of them) to the Supplier (and where such Software or user documentation (or both) is incapable of return, the Customer must permanently delete the Software and user documentation and provide a declaration to the Supplier that the Customer has complied with this clause 9). This requirement is without prejudice to any other rights and remedies that either party may have in respect of the breach.

12 Payment

12.1 Subject to clause 9.2, the Customer must pay the Licence and Support Fee, as specified in Item 2 of the Schedule (respectively), within 30 days of receipt of an invoice from the Supplier.

13 VAT

- (a) In this clause the expressions **Consideration** and **VAT** have the meanings given to those expressions in EU law and the laws of the Republic of Ireland.
- (b) Unless otherwise expressly stated, all prices or other sums payable or Consideration to be provided under or in accordance with this Agreement are exclusive of VAT.

14 General

14.1 This written Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement and supersedes all prior communications and agreements between the parties as to its subject matter, and each party agrees that unless expressly stated in this Agreement,

that party has not relied on any representation, warranty or undertaking of any kind in relation to the subject matter of this Agreement.

14.2 If any provision of this Agreement or any part of it is unenforceable or void for any reason, then:

- (a) where such provision can be read down as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- (b) in any other case, such provision must be severed from this Agreement in which event the remaining provisions will continue in full force and effect as if the severed provision had not been included.

14.3 The Customer must not, without prior written consent of the Supplier assign, lease, charge, sub-license, or otherwise transfer any of its rights or obligations under this Agreement in whole or in part.

14.4 Any notice given pursuant to this Agreement may be:

- (a) served personally;
- (b) sent by pre-paid letter, facsimile or electronic mail; to the relevant party as set out in Item 1 of the Schedule.

14.5 Such notice will be deemed to have been served upon and received by the addressee, when:

- (a) served personally at the time of such service;
- (b) when posted, 48 hours in the case of local mail and 10 days in the case of international mail, after the same has been put into the post correctly addressed and pre-paid;

(c) if sent by facsimile transmission, on the date and time shown on the transmission report by the machine from which the facsimile was sent which indicates that the facsimile was sent in its entirety and in legible form to the facsimile number of the addressee notified for the purposes of this clause; or

(d) if sent by email, 24 hours after the sender sends the electronic mail, unless the sender knows or ought reasonably to suspect that the electronic mail was not delivered to the addressee's domain specified in the email address.

14.6 Money amounts are stated in Euro currency unless otherwise specified.

14.7 Neither Party will be liable to the other for any delay or failure to perform its obligations under this Agreement as a result of a cause beyond its reasonable control (**Force Majeure**). If the Force Majeure continues for a period of more than 60 days, the party not affected by the Force Majeure may terminate this Agreement by written notice to the affected party.

14.8 Any delay or forbearance by either party in enforcing any provisions of this Agreement or any of its rights hereunder will not be construed as a waiver of such provision or right to subsequently enforce the same.

14.9 Clause headings have been included in this Agreement for convenience only and must not be considered part of, or be used in interpreting, this Agreement.

14.10 This Agreement is governed by the laws of the republic of Ireland and the parties submit to the exclusive jurisdiction of the Courts of the Republic of Ireland.

SCHEDULE

ITEM 1:	Parties
	The Supplier (Supplier)
	(Supplier) MEDX CONNECT PTY LTD ABN 85 162 594 309 ACN 162 594 309 Address: L1, 71 York St, Sydney NSW 2000 Australia & TUESDAY COMMUNICATIONS LIMITED, Company Number 335906, THE TONY RYAN ACADEMY 3013 LAKE DRIVE CITYWEST DUBLIN 24 Tel: +353 1 7008508 Email: marc.butterly@sorsix.com
	The Customer
	(Customer) XXX Company number Address: Tel: Email:
ITEM 2:	Service
	<p>The Supplier will provide an installation of PINGA on Customer hardware, provided by the Customer and based on the Supplier's specification.</p> <p>The following PINGA modules will be enabled as part of this Agreement:</p> <ul style="list-style-type: none"> - Access to the Digital Paper Viewer document viewer module of its PINGA system. - Access to the PINGA API to enable the upload and management of documents by authenticated customer users via the API. <p>The Supplier will provide access to administrative user rights management as part of its PINGA system.</p>
ITEM 3:	Licence and Support Fee, and Licence Period
	<p>Initial license period of 3 months. The initial period commences at Agreement Execution.</p> <p>Licensing, support, set up of the trial, API usage, and integration services will be provided by the Supplier for no up-front cost during this pilot.</p> <p>The license period will not renew at the conclusion of the initial license period unless by contract amendment.</p>
ITEM 4:	Scope of Use and Set Up Phase
	<p>Scope of Use.</p> <p>The licence applies to the whole Customer site (X Hospital).</p> <p>The Software is to be used by current inpatients of the Customer at the Customer's address and its onsite Outpatient based Physiotherapy and Oncology departments, and by presenting patients of its associated clinics in Wexford and Cavan.</p>

	<p>Scope of Licence: The licence of the PINGA Digital Paper Viewer will be limited to access for currently admitted inpatients of the X Hospital, the physiotherapy and oncology departments and the current appointments of the associated clinics in Cavan and Wexford.</p> <p>The Customer undertakes not to use the current PINGA Digital Paper Viewer Module solution for purposes of digitising any of the hospitals archive of records outside of current patients as described above, and cannot do so under the terms of the current licence.</p> <p>The project will commence with a Set Up Phase. During the Set Up Phase, the Supplier will:</p> <ul style="list-style-type: none"> - Deploy the application on hardware provided by the Customer - Configure initial users of the application - Train Customer admin staff to be able to set up and maintain Customer user accounts <p>Nothing in this agreement constitutes a licence or permission to use other or additional modules in the PINGA platform. Such permission may be granted only at the sole discretion of the Supplier.</p>
ITEM 5:	Support Services
	<p>Support services are accessed via logging of an e-mail ticket with the Supplier helpdesk. Phone support is provided during the Set Up Phase.</p> <p>The Supplier is responsible for:</p> <ul style="list-style-type: none"> - Application maintenance and uptime. No uptime guaranteed is provided as part of this agreement but can be available on request. The Supplier will target a 99.9% uptime for the application. - Support of Customer Administrators in the event that an admin password needs to be reset. <p>The Supplier is not responsible for:</p> <ul style="list-style-type: none"> - Maintenance or support of hardware provided by the Customer - User account support (except admin password resets).
ITEM 6:	Service Levels
	<p>The Supplier will set up a 24x7 software monitoring system and perform an hourly test of availability of the Service, subject to Item 8 SC 2.</p> <p>The Supplier will set up an e-mail support service for queries and configuration changes that will be available 24x7. The Supplier will target a 1 hour response to 99% of queries.</p> <p>The Customer acknowledges that the performance of the service is dependent on the performance of the Customer's network and the performance of Customer hardware. The Customer will provide the support service for the hardware and operating system on which the Supplier service is deployed.</p> <p>Escalation Process</p> <p>Level 1 escalation</p> <ol style="list-style-type: none"> 1. The Supplier's Service Desk system automatically prompts the Supplier's Service Officer if the automated workflow has not been able to restore the service. 2. Escalation can occur at the discretion of the Supplier's Service Officer, to the nominated Customer's representative.

	<p>3. The Supplier's Service Manager will be notified if escalation occurs beyond the first level.</p> <p>Level 2 escalation</p> <ol style="list-style-type: none"> 1. The Supplier's Services Manager reviews the Incident status and develops an action plan to resolve the Incident. 2. At the same time the Customer's representative will be contacted and informed of the status and actions taken to resolve the problems. This will continue until the incident has been resolved. <p>All Incidents are categorised into three Priorities:</p> <p>Priority 1 Incidents that impact Customer's ability to interface with the Customer's end users and representatives.</p> <p>Priority 2 Incidents that do not impact the ability of the operators to interface with the Customer's end users and representatives at each clinic.</p> <p>Priority 3 Incidents that do not impact the day to day operation of the system yet have the potential to impact the operation in the future (e.g. system upgrades, system modifications etc.). All requests for training, change requests, project requests, line installation requests etc. typically fall under this priority category.</p> <p>Supplier Service Manager: As mutually agreed on email</p> <p>Customer Representative: As mutually agreed on email</p>
ITEM 7:	API Services
	Provided at the sole discretion of the Supplier and by mutual agreement in the PINGA API user services documentation.
ITEM 8:	Special Conditions
SC 1	<p>Hardware The Customer will provide hardware to the Supplier's specifications. Hardware specifications will be provided during the Set Up Phase.</p> <p>Operating System The Customer will provide an operating system installed on the hardware to the Supplier's specifications. The Operating System will be defined during the Set Up Phase.</p> <p>The Supplier will require full access (i.e. root access) to the Operating System on the Hardware supplied by the Customer.</p>
SC 2	<p>Network Access In order to provide the Services, the Customer will enable VPN access to their network so that the Supplier can access the Hardware. The Customer will allow the Supplier to establish a heartbeat monitoring system via this VPN access as well as access the system as needed to deliver the Services.</p>

SC 3	<p>Privacy</p> <p>As the install is occurring on the X's network the Supplier has limited access to the platform other than for support purposes.</p> <p>(a) If the Customer collects, uses, discloses, transfers or otherwise handles any Personal Information, it must comply with GDPR:</p> <p>(i) the Privacy Legislation (including, to the extent that the Privacy Legislation applies to the Customer); and</p> <p>(ii) any EU policies or any requirements specified by the regulations relating to that Personal Information.</p> <p>(b) Without limiting paragraph (a), the Customer must:</p> <p>(i) not do or fail to do anything that would cause the Supplier to contravene its obligations under any applicable Privacy Legislation;</p> <p>(ii) only use any Personal Information to the extent necessary to perform its obligations in accordance with this Agreement;</p> <p>(iii) not disclose any Personal Information to any other person (including to an approved subcontractor) without the prior written consent of the Customer or, subject to paragraph (b)(x), as required by law;</p> <p>(iv) without limiting any of the Supplier's other obligations under this Agreement, take such steps as are reasonable in the circumstances to protect any Personal Information from:</p> <p>A. misuse, interference and loss; and</p> <p>B. unauthorised access, modification or disclosure;</p> <p>(v) not do anything that adversely affects the accuracy, currency or completeness of any Personal Information;</p> <p>(vi) without limiting paragraph (b)(iv), ensure that none of the Supplier's personnel who have access to any Personal Information use, disclose, transfer or retain such Personal Information except to the extent necessary to perform their duties of engagement;</p> <p>(vii) notify the Supplier immediately if the Customer becomes aware of any actual or potential misuse, interference, loss or unauthorised access, modification or disclosure of Personal Information, or if it becomes aware of a breach of this Special Condition;</p> <p>(viii) notify the Supplier as soon as reasonably practicable after the Customer receives any:</p> <p>A. request concerning access to or correction of any Personal Information; or</p> <p>B. complaint about the handling of any Personal Information;</p> <p>(ix) comply with any requests or directions of EU GDPR concerning:</p> <p>A. the storage, security, use and disclosure of any Personal Information;</p> <p>B. remedying or otherwise dealing with any event referred to in paragraph (b)(vii); and</p> <p>C. the handling of any request or complaint referred to in paragraph (b)(viii);</p> <p>(x) notify the Supplier as soon as reasonably practicable after the Customer becomes aware that a disclosure of any Personal Information may be required by law and, if requested by the Customer, prior to any such disclosure:</p> <p>A. assist the Supplier to obtain a written legal opinion, from a reputable law firm or senior counsel nominated by the Supplier (and for which the Customer pays), confirming that the disclosure is required by law; and/or</p> <p>B. assist the Supplier to prevent, resist, object to or limit such disclosure; and</p> <p>(xi) Supplier will at any time upon the Customer's request, or on the termination or expiry of this Agreement for any reason:</p>
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	<p>A. assist and make best endeavours to ensure that any Personal Information is De-Identified or destroyed except as required by Law; or</p> <p>B. otherwise deal with any Personal Information, in accordance with the reasonable directions of the Customer.</p> <p>In this Special Condition and wherever referred to elsewhere in this Agreement unless the context otherwise requires, the following terms have the following meaning:-</p> <p>De-Identified has the same meaning as in the Privacy Legislation.</p> <p>Personal Information means:</p> <p>(a) personal information (including sensitive information), as those terms are defined in the <i>GDPR and EU Privacy legislation</i>; and</p> <p>(b) any other information that is regulated by, or under, any other Privacy Legislation, that is provided to, or obtained or accessed by, the Supplier in the course of performing its obligations under this Agreement.</p> <p>Privacy Legislation means:</p> <p>(a) the <i>GDPR and EU Privacy legislation</i>; and</p> <p>(b) any legislation (to the extent that such legislation applies to the Customer, an authorised sub-licensee, the Supplier (or any of its permitted subcontractors) from time to time in force in any:</p> <p>(i) UK jurisdiction (which includes the Commonwealth of Australia and any State or Territory of Australia); or</p> <p>(ii) EU (to the extent that the Supplier is subject to the laws of that jurisdiction), affecting privacy or Personal Information.</p>
SC 4	<p>Location of Services</p> <p>(a) Except as expressly permitted under this paragraph, the Customer must not transfer or disclose any Personal Information to a person who is outside of Ireland.</p> <p>(b) Subject to paragraphs (c) and (e) and without limiting the Supplier's obligation to comply with applicable laws, the Supplier must not permit any person who is outside Ireland to access Personal Information.</p> <p>Off Network Access to the X Hospital Sandyford VPN and the locations listed in the scope of the licence at ITEM 4.</p> <p>(c) If the Customer wishes to have Off Network access other than as permitted by SC 2 the Customer must, prior to doing so:</p> <p>(i) notify the Supplier and provide to the Supplier all relevant information relating to the proposed Off Network access, including the location and any subcontractor to which the Personal Information is intended to be disclosed, transferred or made available; a description of the Personal Information that is intended to be the subject of the proposed Off Network access; and the purpose for which such proposed Off Network access is required; and</p> <p>(ii) obtain the Suppliers prior written approval to the proposed off network access. Provided that the Supplier gives the Customer information and supporting documentation which evidences to the Customer's satisfaction (acting reasonably) that the proposed Off Network access will not result in a breach of Privacy Legislation including EU GDPR in relation to that Personal Information, such approval must not be unreasonably withheld.</p> <p>(d) For clarity, notwithstanding that Off Network access may be permitted by paragraph (b), or any Customer approval for Off Network access, the Supplier must:</p>

	<p>(i) not copy any Personal Information to a location outside Ireland or store any Personal Information at a location outside Ireland; and</p> <p>(ii) ensure any person with Off Network access complies with Special Condition 3 (SC 3) in respect of the Personal Information which is disclosed, transferred or made available to it.</p> <p>(e) Supplier will indemnify the Customer against any loss sustained or incurred by the Customer or any authorised sub-licensee arising out of or in connection with a breach of this Special Condition.</p>
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Executed as an agreement ('Agreement') in Dublin**Date** _____

Signed on behalf of **Customer**
by its authorised representative in the presence
of:

Witness_____
Authorised Representative_____
Print name_____
Print name

Signed on behalf of **MEDX CONNECT PTY LTD**
ACN 162 594 309 by its authorised representative
in the presence of:

Witness_____
Authorised Representative_____
Tom Frtunik_____
Print name_____
Print name

Signed on behalf of TUESDAY
COMMUNICATIONS LIMITED, Company Number
335906, THE TONY RYAN ACADEMY 3013 LAKE
DRIVE CITYWEST DUBLIN 24 by its authorised
representative in the presence of:

Witness_____
Authorised Representative_____
Marc Butterly_____
Print name_____
Print name

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