

## Magentus Practice Management MSA FAQs

On the 13<sup>th</sup> of November 2025, we announced updates to our [Master Services Agreement \(MSA\)](#). These FAQs will help guide you when reading our updated MSA. Capitalised terms in the FAQs have the same meaning as they do in the MSA. All clause references in these FAQs are references to clauses in the MSA.

We have also updated our [Privacy Policy](#), with the key changes outlined in the below FAQs.

### 1 When will/did the November 2025 MSA updates become effective?

The November 2025 MSA updates will become/became effective on the 13<sup>th</sup> of December 2025 for all of our existing customers who were on the previous version of the MSA as at the 13<sup>th</sup> of November 2025.

### 2 Why are we updating / did we update our MSA in November 2025?

The changes in the MSA were made for the following purposes:

- a) To improve the overall clarity of the MSA and ensure customers can find the key information with greater ease.
- b) To cater for the ePrescribing functionality (which was already present in the Software) and potential AI functionality / features that may be added in future.
- c) To clarify in what circumstances we may need to update the MSA in the future (e.g. if required as a result of a change in Law, or if there are additional terms / modifications to terms necessary for any new functionality or features added in future).
- d) To provide clarity on what Data Projects are, how Patient Data may be used in those Data Projects, and how the Practice may participate in the Data Projects.
- e) To set out that warranties relating to Practice Material are ongoing.
- f) To outline the Practice's obligations relating to providing User access to the Software.

### 3 What are the key updates in the November 2025 MSA?

- a) Confirmation that the Practice must ensure Users are allocated permissions and granted use of access to Software on a need-to-know basis (clause 4).
- b) Clarified the Practice Material warranties are representations, and continuous obligations on the Practice (clause 8).
- c) Clarified the privacy responsibilities also extend to any Sensitive Information (clause 9).
- d) Provided significantly more information on Data Projects, including information on participation in the Data Projects, and detailing what the Projects actually consist of (clause 10).
- e) Clarifying the purposes for which information may be used as part of a Data Project (clause 10).
- f) Updating the requirements relating to consent for use of information in Data Projects (clause 10).
- g) Clarifying the circumstances in which we may amend the MSA (clause 12.4 and clause 16).
- h) Including information on how a Practice may elect to utilise electronic prescribing functionality within the Software (clause 14.1).

- i) Providing information on how the functionalities of the Software may produce outputs generated by AI, and how this is to be handled under the MSA (clause 14.4).
- j) Specifying the scope of our liability in relation to unauthorised use or access to Software or Practice Material caused by the Practice's failure to comply with the MSA (clause 15.2).

#### **4 When was the MSA last updated before November 2025?**

Before the November 2025 update, the MSA was last updated in November 2023. The changes in the MSA made in 2023 were largely made to reflect changes in name, make certain provisions more balanced (e.g. making limitation of liability mutual), and recognise and reflect updates made to our products and services.

#### **5 If I take no action, will my practice's data be used in External Data Projects?**

No. No external data sharing will take place without your consent. By default, customers are only enrolled in the *Internal* Data Projects, and not in any *External* Data Projects unless you explicitly opt in. Internal Data Projects are automatically set to enhance your Genie/Gentu software using your own practice's data, whereas External Data Projects are completely voluntary and require your explicit consent to join. No practice is included in external data initiatives without consenting.

#### **6 What's the difference between Internal Data Projects and External Data Projects?**

Internal Data Projects improve your practice experience by leveraging your own data within Genie or Gentu. These internal projects power new features such as patient summaries or clinical decision support tools. They are on by default, meaning all users benefit unless they choose to opt out. External Data Projects use data from participating practices to provide trusted partners with aggregated insights for research and to improve health outcomes. External projects are completely optional, and your practice must provide affirmative consent to join, with no practice's data included unless it actively opts in.

#### **7 Will Magentus share or sell my practice's data or patient information without consent?**

Absolutely not. Magentus will never sell practice or patient-identifiable data to third parties without your consent. Participating in an External Data Project might result in aggregated insights being shared with reputable project partners such as research sponsors or public health agencies, but only with the consent of those practices involved. Individual patient information, whether identifiable or not, is never disclosed in these projects. If you do not opt in, your practice's data will not be used for any External Data Project; even if you do opt in, any data use is de-identified and governed by strict privacy safeguards.

#### **8 Is patient consent required for Internal or External Data Projects?**

Internal Data Projects use practice data (which may include patient data) solely to help practitioners provide care for their patients. Your practice does not require any additional patient consent for these internal features beyond what a practice would ordinarily be required to obtain to use any software where the software provider accesses data to provide the software. External Data Projects require Magentus to de-identify data before aggregating to provide insight to trusted partners. If your practice opts

in, Magentus recommends transparency to patients via a note in your privacy policy or forms (example text via our [Trust Centre](#)), that data will be de-identified and made available in aggregated form for broader research. Patients retain the option to opt out if they object, by the patient or practice emailing [PMDataServices@magentus.com](mailto:PMDataServices@magentus.com). We also encourage practices to seek their own legal advice if unsure.

## 9 Where can I obtain more information on the Data Projects and corresponding uses of Data?

More information on the Data Projects and Uses of Data are set out in the [Magentus Trust Centre](#).

The Magentus Trust Centre may be updated from time to time to reflect the various projects Magentus may undertake. As a result, we encourage you to regularly review the Magentus Trust Centre.

## 10 Do I have to sign or otherwise action the new MSA for it to apply?

If you are an existing customer, you do not need to sign anything - the updated terms will simply apply on and from the 13<sup>th</sup> of December 2025.

If you are a new customer of ours, you will typically be asked to accept and sign a Quotation document which includes a reference and link to the MSA.

If you are an existing customer and have any issues with the updated MSA, we will honour the terms relating to amendments in clause 16.1 of the updated MSA. Please reach out at [pmlegal@magentus.com](mailto:pmlegal@magentus.com) with any questions or issues.

## 11 What are the key updates in the November 2025 version of our Privacy Policy?

- a) Clarified that the [Magentus Trust Centre](#) will have information about Data Projects.
- b) Included general information about Data Projects.
- c) Included the updated email address for opting out of Data Projects.
- d) Overall changes to make the Privacy Policy clearer and easier to understand.

## 12 What if I have other questions?

If you have any other questions about the updates to our MSA or Privacy Policy that were announced on the 13<sup>th</sup> of November 2025 and which have not been addressed in these FAQs, please reach out to [pmlegal@magentus.com](mailto:pmlegal@magentus.com) in the first instance.

*FAQs last updated: 17<sup>th</sup> of December 2025*