

INTEGRATED MEDICINES INFORMATION – ADDENDUM TO CUSTOMER AGREEMENT

1. LICENCE AND ACCESS

During the term of this Agreement, the Customer is granted a non-exclusive and non-transferable licence to access and use the Product in accordance with this Licence Agreement and the Genie Solutions Customer Agreement.

The Customer agrees to pay a monthly subscription fee for the Licensed Product.

A Customer may access the Product by activating the Integrated Medicines Subscription in Gentu. The Customer shall be responsible for all activities conducted by each Customer in accessing the Product.

The Customer must immediately notify Genie Solutions if there are changes to any Customer details.

The Customer consents to Genie Solutions disclosing its details to any such subcontractor in order to enable the Customer to access the Product.

The Customer may reproduce extracts (which do not comprise substantial reproductions) of information contained within the Product in the course of the Customer discharging their professional responsibility.

The Customer is not entitled to access, copy, modify, adapt, translate, reverse engineer, decompile, disassemble or create derivative works based on the Product.

2. TERM AND TERMINATION

The Licence term will commence on the date the Customer is given online access to the Product. The Licence for the Product will continue monthly and will continue until the Customer ceases the Agreement or it is terminated by Genie Solutions. No refunds will be available for monies already paid for the Product prior to the cessation of the Agreement.

Genie Solutions may from time to time giving appropriate written notification, vary the terms of this Agreement.

Genie Solutions is entitled to terminate the Licence by written notice, without prejudice to any other rights it may have against Customer, if Customer defaults in the performance of any obligation under the Licence Agreement and, where the default is capable of being remedied, it continues unremedied for 7 days after written notice specifying the breach and requiring remedy is given by Genie Solutions to the Customer.

Upon expiration or termination of this Agreement, the right to use the Licensed content terminates. The Customer shall within thirty (30) days cease all use of the Licensed content and take all necessary steps to prohibit further use of the Product. Following termination of the Licence Agreement, the Customer must delete and remove from its computer systems, all files and copies created of and by the Product. Data from the Licensed content that has been included in a Patient's electronic record prior to the cessation of this Agreement may be retained.

3. GENERAL

Professional Responsibility – The Customer acknowledges and agrees that the professional duty to a patient in the provision of healthcare services (including but not limited to the dispensing of drug prescriptions, provision of drug information, substitution of one drug product for another, availability of generic substitutable alternative drug products, providing instruction, and answering questions a patient may have) lies solely with the healthcare professional providing direct patient care. The Customer acknowledges and agrees that clinical information and

screening functions in the Licensed Content are intended only as a limited supplement to, and not replacement for, the professional clinical judgment of a healthcare professional. The Customer takes full responsibility for its use of the content in, and function of, the Integrated Medicines Product content in Patient Care.

Disclaimer of Warranties – The Customer acknowledges that the Licensed content is provided "as is" and Genie Solutions and its affiliates make no representation or warranty whatsoever, including implied warranties of merchantability or fitness for a particular purpose, which are expressly disclaimed. The Customer further acknowledges that Genie Solutions and its affiliates make no representation or warranty as to the accuracy or nature of the data from which the licensed content is compiled, nor the compatibility of the licensed content with customer's hardware and systems. The Customer assumes all risk as to the quality, function, completeness, use and performance of the licensed content. The Customer acknowledges that due to third-party dependencies, Genie Solutions can not and does not warrant a continuous, uninterrupted or error-free product and/or service. In no event will Genie Solutions be liable for any remote, indirect, consequential, special or incidental damages or loss including, without limitation, damages resulting from the loss of data, loss of profits or business interruption. If Genie Solutions incurs any liability to the Customer under this Agreement, the maximum aggregate liability to the Customer will be limited to an amount equal to the Licence Fees paid by the Customer to Genie Solutions.

Limitation of Liability - Notwithstanding anything in this addendum, in no event shall Genie Solutions, or their affiliates or licensors, or any of their respective directors, officers, employees or agents, be liable to customer, or their patients or any third party whose claim is related to this addendum or use of the licensed content, under any theory of tort, contract, strict liability, or other legal or equitable theory, for: (a) damages of any kind arising out of the use of, access to, reliance on, inability to use, or improper use of the licensed content; (b) consequential, incidental, indirect, punitive or special damages (including without limitation, loss of profits, data, business, or goodwill), regardless of whether such damages were foreseeable or whether a party has been advised of the possibility of such damages; or (c) any claims, damages or costs of any nature in an amount exceeding the licence fees attributable to the licensed content paid by the customer to Genie Solutions during the twelve (12) months preceding the earliest event giving rise to such specific instance of liability. This limitation of liability as well as the disclaimers and any remedies set forth herein are independent and will survive and apply even if such remedies are found to have failed of their essential purpose. The Customer acknowledges that the warranty disclaimers and this limitation of liability are a material part of the consideration provided by customer in exchange for the rights the customer has been granted hereunder.

Customer Indemnification – The Customer shall defend, indemnify and hold harmless Genie Solutions, the Product Licensor and its and their licensors and affiliates and their respective officers, directors, employees contractors and agents, from all claims, damages, liabilities, and expenses arising out of, or resulting in any way from any third party action/ claim, or any other assertion of a legal right (including by a government entity), even if the claim is groundless, fraudulent, or false, in connection with, resulting from, arising out of; or relating to, the Customer's: (a) use of the Licensed Content; (b) provision of any content from the Licensed Content to patients or other third-parties by the Customer; or (c) modification made to the Licensed Content by Customer. If Customer is a Government Entity subject to statutory limitations that apply to this section, the Customer shall provide the indemnifications to the full extent permitted by the statutory limitations but not in violation of such limitations. In the event of an action subject to indemnification hereunder, the Customer shall provide written notice to Genie Solutions in a timely manner.