



This Licence Agreement is between MediMap and the purchaser of the subscription to the Service specified in the Order (**Customer**).

1 Service

1.1 Licence. MediMap grants Customer a non-exclusive and non-transferable licence, during the Licence Period, to:

- (a) access and use the Service and Documentation; and
- (b) permit its End Users to access and use the Service and Documentation,

in each case, for the purpose of prescription management as part of its usual business operations at the sites agreed in the Order (and as updated from time to time by agreement between the parties in writing), subject to and in accordance with the terms of the Agreement.

1.2 On-boarding. To enable the Customer and its End Users to use the Service, MediMap will create an account, set the access controls for each End User and perform any other on-boarding activities specified in the Order. On-boarding typically does not include activities such as training, project management, and populating and uploading charts. If additional on-boarding activities will be required to use the Service, MediMap will provide Customer with a SOW (detailing the necessary Professional Services and Fees) which is to be agreed with the Customer before commencing those activities. Customer's execution of any installation authorisation or data cleansing authorisation forms constitutes Customer's irrevocable and unconditional acceptance that these on-boarding activities have been properly authorised and accepted by Customer in full. While MediMap will use reasonable endeavours to provide Customer with access to the Service (and the Support Services) on and from the Delivery Date, Customer acknowledges that the Delivery Date is an estimate only.

1.3 Licence Restrictions. Customer must ensure that, except as otherwise expressly permitted in this Agreement:

- (a) neither Customer nor any End User installs, hosts, accesses, uses, or otherwise exploits the Service;
- (b) neither Customer nor any End User reverse engineers, decompiles or disassembles the Service, views or gains access to the source code to the Service, or uses the Service to provide any product or service that is an alternative, substitute or competitor to the Service;
- (c) neither Customer nor any End User copies, develops any modification, enhancement, derivative work or other development of the Service or incorporates any Customer, End User or Third Party Materials into the Service (except as permitted under clause 1.1);
- (d) neither Customer nor any End User uploads, distributes or displays through, the Service any material that is unlawful, harmful, malicious, threatening, defamatory, obscene, infringing, offensive, sexually explicit, violent or discriminatory;
- (e) neither Customer nor any End User removes any product identification, proprietary, trade mark, copyright or other notices applied to or contained in the Service or Documentation (unless approved by MediMap in writing); and
- (f) no person other than Customer, and its End Users, accesses or uses the Service or Documentation.

1.4 Support Services. MediMap will provide Support Services for the Service, for the duration of the Licence Period, in accordance with the Support Services Agreement. Customer must provide all information and assistance reasonably required by MediMap to perform the Support Services. To avoid any doubt, the Support Services do not include support for the Customer's Environment, hardware, Customer Material or Third Party Materials (unless these things are agreed as Professional Services under a SOW).

1.5 Professional Services. Customer may need to purchase Professional Services to implement and access the full functionality of the Service, particularly where this is not included as part of standard on-boarding (see clause 1.2 above). If Customer wishes to purchase Professional Services, the parties must agree a SOW. Once executed by both parties, a SOW forms part of the Agreement.

1.6 Updates. Customer acknowledges that MediMap may make Updates to the Service in its absolute discretion. If Customer can demonstrate to MediMap that any Update is materially adverse to it (e.g. removes a key feature or functionality relied on by Customer), then it may terminate the Agreement by providing written notice to MediMap within 30 days of notification of the Update and MediMap will provide a refund of any Fees paid in advance for use of the Service in the period after termination.



2 Customer responsibilities

2.1 Usage responsibilities. Customer is solely responsible for, to the extent permitted by law:

- (a) obtaining and maintaining the Customer Material, any Third Party Materials it elects to use with or as part of the Services and all hardware, software, services and network connectivity (including the MediMap IT Specifications) necessary to use the Service;
- (b) ensuring that the Service is accessed and used by Customer and its End Users strictly in accordance with the Agreement. Customer will be responsible for the acts and omission of its End Users in connection with the Agreement, as though they were done by the Customer;
- (c) making its own professional judgements and ensuring that the information displayed or otherwise produced by the Service is only used by an End User who is qualified and trained in using and interpreting such information;
- (d) ensuring that Customer's and each End User's use of the Service, and all Customer Material and data uploaded, distributed or displayed through the Service, complies with all applicable laws, regulations and contractual obligations;
- (e) obtaining all consents, licences and approvals, and making all notifications necessary, for it to be able to use the Services and for MediMap to be able to provide the Services to the Customer, including as required for both the Customer and MediMap to be able to Process the data uploaded into or distributed, displayed or generated through the Service;
- (f) using reasonable endeavours to ensure that its End Users who access and use the Service accept, and comply with, any applicable end user licence agreement (including for use of the optional mobile application);
- (g) ensuring the confidentiality and security of any account numbers, user ID, passwords, authentication details and personal identification numbers (PIN) used by it and its End Users in connection with the Service;
- (h) ensuring that it complies with any requirements specified in the Order and/or a SOW;
- (i) configuring the security controls within the Service appropriately (as applicable);
- (j) reliance upon the Service (or any data available through or generated by the Service) by Customer and each End User.

2.2 Third Party Material. The Service may include, integrate with, interoperate with, or link through to, Third Party Material (including patient information and other applications). Customer acknowledges and agrees that:

- (a) MediMap has no control over, and is not responsible for, any Third Party Material;
- (b) Third Party Material is provided directly to Customer by the relevant Third Party Material provider, does not form part of the Service and is not governed by the Agreement;
- (c) Customer is solely responsible for entering into, and complying with, its own agreement with each Third Party Material provider for use of that Third Party Material;
- (d) Customer is solely responsible for integrating the Third Party Materials it opts to use with the Service in accordance with the application programming interface specifications provided by MediMap and for conducting end-to-end systems integration and user acceptance testing to ensure the Service and integrated Third Party Materials perform in accordance with Customer's requirements (unless agreed otherwise pursuant to a Professional Services SOW);
- (e) Customer uses all Third Party Material at its own risk and that (as between Customer and MediMap) Customer is solely responsible for all costs, Claims and Losses relating to Third Party Material; and
- (f) Third Party Material is subject to change, suspension, termination or discontinuation at any time and without notice by the Third Party Material provider (and that this may cause the Service to cease to be compatible).

2.3 Disclaimer. Customer acknowledges and agrees (and must ensure that its End Users acknowledge and agree) that:

- (a) only the Customer and its End Users upload data into the Service and therefore the Customer is responsible for ensuring the quality and accuracy of all data uploaded into the Services;
- (b) MediMap only allows third parties access to data uploaded into the Services in accordance with Customer directions;
- (c) it has obtained (and ensured that its End Users have obtained) all consents, licences and approvals and given all notifications necessary to enable MediMap and its Personnel to Process Customer Material;



- (d) MediMap provides a prescription management service only, and as such, merely facilitates the sharing of information between third parties in accordance with security controls;
- (e) MediMap does not provide medical advice and any information obtained through the Service by any person should not be so construed, used or relied upon as medical advice;
- (f) Customer is responsible for exercising its (and ensuring its End Users exercise their) professional knowledge and judgement and the Customer's and its End Users' obligations and duties to individuals in its care are not in any way reduced or transferred to MediMap through use of the Service;
- (g) Customer is solely responsible for the End Users and their acts and omissions, including their use of the Service or information accessed through the Service;
- (h) no decision (whether health, medical or patient related) should be based in whole or in part on anything contained in or on the Service, and all information received or generated through the Service should be appropriately verified before it is used or relied upon; and
- (i) no use of the Service, and nothing in the Agreement, is intended to create a physician-patient relationship between any individual and MediMap.

2.4 Indemnity. Customer indemnifies MediMap against any Losses suffered or incurred by MediMap arising out of a third party Claim:

- (a) related to, or arising out of, inaccurate data entered into the Services by the Customer or any End User or MediMap granting a third party access to data uploaded into the Services in accordance with the Customer's directions;
- (b) related to, or arising out of, a failure to obtain consents, licences and approvals, or to give notifications, necessary to enable MediMap and its Personnel to Process Customer Material; or
- (c) alleging that a physician-patient relationship exists between any individual and MediMap or in relation to any medical advice given to an individual,

except to the extent that the Claim is caused by a breach of the terms of the Agreement by MediMap.

3 Fees, invoicing and payment

3.1 Fees. The Fees are payable in consideration of MediMap's supply of the Service, Support Services and any Professional Services.

3.2 Fee increases by notice. MediMap may increase the Fees at any time, on or after the expiry of the Initial Term, by providing Customer with 30 days' written notice. If Customer does not wish to accept the notified price increase, Customer may terminate this Licence Agreement by providing written notice to MediMap prior to the increase taking effect. If a termination notice is provided under this clause 3.2, the Agreement will terminate on the date that the price increase would otherwise have taken effect. MediMap will provide Customer with a pro-rata refund of any Fees paid in advance for use of the Service after the effective date of termination.

3.3 Invoicing and payment. MediMap may issue invoices for the Fees to Customer at the times specified in the Order or applicable SOW. Customer must pay all Fees invoiced by MediMap, without any set-off or deduction and in immediately available funds, by the method and within the period specified in the Order or SOW.

3.4 Late payment. If Customer fails to pay any Fees (that are not disputed in good faith) by the due date for payment, MediMap may:

- (a) suspend the licence of the Service, and the provision of Support Services and any Professional Services, but only until the date that payment is made in full by Customer; and/or
- (b) charge the Late Payment Fee.

3.5 Taxes. The Fees are exclusive of all taxes, levies, withholdings, duties and other amounts imposed by taxing authorities. Where a supply is a taxable supply, all amounts payable must be increased by the amount of GST and other applicable taxes payable in relation to the supply. All such taxes must be paid at the time any payment for any supply to which it relates is payable (provided a valid tax invoice has been issued for the supply).



4 MediMap Intellectual Property

- 4.1 Ownership.** All Intellectual Property Rights in and to the Service, and any output of the Support Services and Professional Services, as well as in any Customer or End User feedback, vest or remain vested in MediMap (or its licensors). If any such Intellectual Property Right vests in Customer or End Users, Customer hereby assigns, and must procure that each End User assigns, that Intellectual Property Right to MediMap with immediate effect. Customer must take all further steps (including execution of documents) necessary to give effect to this clause.
- 4.2 No other rights.** Neither Customer nor any End User receives any right, title or interest in or to the Service other than the licence expressly granted under clause 1.1.
- 4.3 Notice of infringement.** Customer must immediately notify MediMap in writing upon becoming aware of any:
- (a) infringement or unauthorised use of the Service, Support Service or any output of the Professional Services by any person, including any End User; or
 - (b) Claim by any person that use of the Service by Customer or any End User infringes that person's Intellectual Property Rights.
- 4.4 Remedial action.** If the Service is the subject of an IP Claim, MediMap may (at its cost and option) either:
- (a) procure the right for Customer to continue using the Service;
 - (b) modify the Service such that it no longer infringes the relevant Intellectual Property Rights, provided this does not materially and adversely affect the Customer's use of the Service; or
 - (c) terminate the Agreement and provide Customer with a pro-rata refund of any Fees paid in advance for use of the Service after the effective date of termination.

This clause and clause 7.4 (MediMap indemnity) set out Customer's sole and exclusive remedy in respect of any IP Claim.

5 Customer Material

- 5.1 Licence.** Customer grants MediMap and its Personnel the right to Process Customer Material (including disclose any Personal Data to other authorised users of the Service) to the extent necessary to provide the Service, and perform the Professional Services, Support Services and as otherwise contemplated by the Agreement.
- 5.2 Privacy.** Each party must comply with all Privacy Laws applicable to that party in Processing any Personal Data it becomes privy to in connection with this Agreement. All Personal Data will be Processed by MediMap in accordance with MediMap's privacy policy accessible at: <https://www.medimap.co.nz/legal> and <https://www.medimap.com.au/legal> (as applicable).
- 5.3 Data security.** Customer Material in the Service will be hosted in Australia. MediMap will implement reasonable technical and organisational security controls to protect the Customer Material (and Personal Data therein) against loss, interference, unauthorised access, modification and disclosure in accordance with the applicable Privacy Laws, including:
- (a) not disclosing the Customer Material except to other appropriately authorised users, and its sub-processors and their respective Personnel for the purpose of performing the Agreement; and
 - (b) maintaining reasonable business continuity and disaster recovery measures, subject to clause 5.4 (data back-up).
- 5.4 Data back-up and Disaster Recovery**
- (a) MediMap performs regular back-ups of Medical Data stored within the Service as part of its broader disaster recovery and business continuity framework, in accordance with its Data Policy. These back-ups are designed to support recovery in the event of system failure, data corruption, or other service interruptions originating within MediMap's hosted environment.
 - (b) The Customer acknowledges that while MediMap implements reasonable and industry-standard measures to ensure the availability and recoverability of data, these measures are not a substitute for the Customer's own recordkeeping practices. MediMap is not responsible for any data loss resulting from Customer or user error, including failure to correctly enter, upload or save information in the Service.
 - (c) Back-ups provided by MediMap do not constitute a full data archiving or compliance solution. The Customer remains responsible for maintaining any additional records or documentation necessary to meet its own legal, regulatory or professional obligations, including the retention of medical or healthcare records where applicable.



5.5 Data Breaches. If either party becomes aware of any actual or suspected Data Breach:

- (a) it must promptly notify the other party in writing, including in such notice all known details of the actual or suspected Data Breach;
- (b) the parties (and any third party connected to Customer in its use of the Service as reasonably determined by MediMap e.g. a care organisation where Customer is a pharmacy) will promptly meet (and continue meeting as required) to determine (acting reasonably) who should be responsible for determining whether the actual or suspected Data Breach is notifiable under Privacy Laws, subject to sub-clause (c), and the notifier must not reference the other or its affiliates in any notification or communication relating to the actual or suspected Data Breach without the other's prior written approval as to the form and content of the reference; and
- (c) either party may make a notification or communication about the Data Breach if no notification is agreed or made, and it is required to do so under applicable Privacy Laws.

6 Confidentiality

6.1 Obligation of confidence. Each party (**Recipient**) must ensure that it keeps confidential and does not use or disclose any Confidential Information of the other party (**Discloser**) except as permitted by this clause 6.

6.2 Permitted use. The Recipient may use the Confidential Information of the Discloser solely to the extent necessary to perform the Agreement.

6.3 Permitted disclosures. The Recipient may disclose Confidential Information of the Discloser:

- (a) to the Affiliates, Personnel and professional advisers of the Recipient that need to know the Confidential Information for the purposes of the Agreement and that are subject to binding obligations of confidence at least as stringent as those set out in this clause;
- (b) to the extent required to perform the Agreement, by law or the rules of any stock-exchange; and
- (c) otherwise, with the prior written consent of the Discloser.

To avoid any doubt, MediMap will not reference or promote the Customer as a customer of MediMap, or use its name or logo for that purpose, without the Customer's prior written consent.

6.4 Usage data and analyses. MediMap may:

- (a) collect and Process data relating to Customer's and End User's use of the Service in identifiable form for billing, capacity planning, compliance, security, integrity, availability, providing and improving the Service; and
- (b) freely create and Process analyses, materials, data, insights, works and other things derived (wholly or partly) from use of the Service in anonymised and aggregated form provided that neither Customer nor End Users are identifiable.

7 Warranties and indemnities

7.1 MediMap warranty. MediMap warrants that it will use commercially reasonable endeavours to ensure that the Service will be provided free of Inherent Defects. Customer's sole and exclusive remedy for any breach of the warranty in this clause 7.1 is the rectification of the Inherent Defect through the provision of the Support Services.

For the purposes of this clause 7.1, '**Inherent Defect**' means an error or defect caused by a programming error that materially impacts Customer's ability to use the Service other than an error which is the result of:

- (a) an alteration or modification to the Service not made by MediMap;
- (b) use of the Service other than in accordance with the Agreement;
- (c) use of the Service in combination with equipment, programs or services not provided or recommended by MediMap; or
- (d) failure by Customer to meet its obligations under the Agreement or any other agreement relating to the Service.

7.2 No implied terms. MediMap excludes all conditions, warranties and guarantees in relation to the Service, Support Services and Professional Services, other than those expressly set out in the Agreement, to the extent permitted by law.



- 7.3 Non-excludable terms.** If any condition, warranty or guarantee cannot be excluded at law (e.g. under consumer law rights), then to the extent permitted by law, MediMap's liability for breach of such condition, warranty or guarantee is limited (at MediMap's option) in the case of:
- (a) the Service, to the repair or replacement of the Service, the supply of an equivalent service, or payment of the cost of the same; and
 - (b) Support Services or Professional Services, to the resupply of the Support Services or Professional Services, or payment of the cost of the same.
- 7.4 MediMap indemnity.** MediMap must indemnify Customer against all Losses awarded by a court of competent authority or in a final settlement agreed by MediMap (acting reasonably) against Customer arising directly from any IP Claim, except to the extent that the IP Claim was caused or contributed to by Customer, End Users, Customer Material or any Third Party Material.
- 7.5 Conduct of Claims.** The indemnification obligations of a party (**indemnifying party**) under this Agreement in respect of any third party Claim is subject to the other party:
- (a) promptly notifying the indemnifying party of the third party Claim;
 - (b) permitting the indemnifying party to control the defence of the third party Claim; and
 - (c) providing (at the indemnifying party's cost) all information and assistance reasonably requested by the indemnifying party in connection with the defence of the third party Claim.
- 7.6 Sole and exclusive remedy.** Without prejudice to the termination rights of each party:
- (a) clauses 4.4 and 7.4 set out Customer's sole and exclusive remedy in respect of the matters indemnified by MediMap; and
 - (b) clause 2.3 sets out MediMap's sole and exclusive remedy in respect of the matters indemnified by Customer.

8 Liability

- 8.1 Exclusion of Indirect Loss.** To the extent permitted by law, each party excludes any and all liability arising out of or in connection with the Agreement, whether in contract, tort (including negligence) or any other basis in law or equity, for any Indirect Loss.
- 8.2 Limitation of liability.** The liability of a party for all Claims and Losses, whether in contract, tort (including negligence) or any other basis in law or equity:
- (a) arising out of or in connection with a breach by MediMap of clauses 5.2 through to and including 5.5 in respect of information or data that is Personal Data, is limited in the aggregate to the greater of: (i) \$1,000,000; and (ii) 2 times the cap specified in clause 8.2(b); and
 - (b) otherwise arising out of or in connection with the Agreement, is limited in the aggregate to 1.5 times the Monthly Subscription Fees paid and payable under the Agreement for the 12 month period immediately preceding the first event giving rise to a Claim or Loss (or, if the event occurs in the first 12 months of the term of the Agreement, the amount estimated (based on the Monthly Subscription Fees payable under the Agreement) to be paid in the first 12 months of the term of the Agreement).
- 8.3 Unlimited liability.** The limitation of liability in clause 8.2 does not apply to the liability of:
- (a) either party under any indemnity;
 - (b) Customer to pay Fees due and payable;
 - (c) either party for death or personal injury;
 - (d) either party for gross negligence, fraud or wilful default; or
 - (e) any matter in respect of which liability may not be limited at law.
- 8.4 Injunctive relief.** Customer acknowledges that damages are not a sufficient remedy for any breach of clause 1.1, 1.3, 2.1 or 4 of the Agreement and that MediMap is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or anticipated breach of those clauses (in addition to any other remedies).
- 8.5 Consumer laws.** For the avoidance of doubt, nothing in the Agreement is intended to exclude, reduce, limit or remove any applicable consumer protection laws that cannot be excluded by law.



9 Term, suspension and termination

9.1 Term. The Agreement commences on the date the last party executes the Order and will remain in force for the Initial Term, unless terminated by either party in accordance with its terms or extended in accordance with clause 9.2.

9.2 Automatic renewal. The term of the Agreement will be automatically extended by the length of a Renewal Term, unless either party notifies the other party in writing prior to the Renewal Opt-out Cut Off that it does not wish for an extension of the Initial Term (or Renewal Term, as applicable) to occur.

9.3 Suspension. MediMap may suspend the licence granted pursuant to clause 1.1:

- (a) By providing 7 day's written notice, for the duration of any period in which Customer (or any of its End Users) is in breach of the Agreement (including for failure to pay the Fees in accordance with the Agreement), providing access is promptly restored upon the issue being resolved; or
- (b) for as long as is reasonable in order to prevent or mitigate actual or suspected illegal activity, damage to MediMap's systems, loss of or unauthorised access to or disclosure of Medical Data, or threat to the integrity of the Service.

9.4 Termination for cause. A party may terminate the Agreement with immediate effect on written notice:

- (a) if the other party commits a material breach of the Agreement and fails to remedy that breach within 14 days of receipt of a notice specifying the breach and requiring it to be remedied. Any breach by Customer of clauses 1.1, 1.3, 2.1, 3.1, 4 or 6 is a material breach of the Agreement for the purposes of this clause;
- (b) if the other party becomes subject or threatens to become subject to, any form of insolvency or bankruptcy proceeding, appoints a liquidator, receiver or administrator, enters into an arrangement with its creditors, ceases to trade or do business in the ordinary course or is otherwise unable to pay its debts as and when they fall due; and
- (c) in accordance with clause 10.4.

9.5 Consequences of termination or expiry. On termination or expiry of the Agreement:

- (a) all rights to the Service granted under the Agreement cease immediately and Customer must immediately cease using the Service and delete all copies of the Documentation in its possession or control; and
- (b) Customer must immediately pay MediMap all Fees due and payable as at the date of termination or expiry.

Expiry of a SOW will not otherwise affect the Agreement. The accrued rights, obligations and remedies of the parties are not affected by termination of this Agreement, and clauses that are intended to survive termination will continue to be effective after termination and/or expiry of this Agreement.

10 Miscellaneous

10.1 Marketplace terms. Where Customer chooses to utilise the optional paid-extra mobile application relating to the Service, and it or its End Users download the mobile application from the Google Play, the Apple App Store or similar digital marketplaces (**Marketplace**), Customer acknowledges and agrees that:

- (a) the Agreement is solely between Customer and MediMap (and not the Marketplace) and neither the Marketplace nor its Affiliates has any liability under or in connection with the Service or the Agreement. However, if any term of the Agreement is inconsistent with any Marketplace terms applicable to the Service, the Marketplace terms apply to the extent of the inconsistency;
- (b) MediMap is solely responsible for the Service, the Support Services, warranties given in the Agreement, Service Claims and third party Claims that the Service, or use or possession of it, infringes a third party's Intellectual Property Rights. If Customer has any complaints about the Service, or becomes aware of any third party Claim, please notify MediMap (and not the Marketplace);
- (c) any information collected by MediMap in connection with the Agreement will be processed in accordance with the Agreement and not the privacy policy or data processing agreement of any Marketplace;
- (d) Customer must comply with all applicable third party terms and conditions when using the Service;
- (e) Customer is not on a US government restricted parties' list and Customer does not live in a country subject to a US government embargo or which is designated as "terrorist supporting country"; and
- (f) the Marketplace and its subsidiaries are third party beneficiaries of this clause 10.1, and will have the right to enforce this clause 10.1 against Customer as a third party beneficiary of them.



10.2 Disputes. If a dispute between the parties arises in relation to the Agreement (a **Dispute**), the parties will act in good faith and promptly endeavour to resolve it in accordance with the process described in this clause 10.2. If the Dispute is not settled within 10 business days of it being notified in writing, then either party may escalate the Dispute to its CEO or nominated representative for resolution within a further 20 business days. Either party may commence court proceedings in respect of a Dispute only once the process in this clause 10.2 has been completed. For the avoidance of doubt, nothing in this clause:

- (a) excuses a party from performing its obligations under the Agreement while a Dispute is in existence, to the extent practicable having regard to the nature of the Dispute; and
- (b) prevents a party seeking urgent injunctive or similar interim relief from a Court without first complying with this clause.

10.3 Entire agreement. This Licence Agreement, the Order and any SOW are the entire agreement between the parties in respect of their subject matter. In the event of any inconsistency between the terms of this Licence Agreement, the Order and any SOW, the terms of the document listed first will prevail to the extent of the inconsistency.

10.4 Amendment. MediMap may amend this Licence Agreement at any time by notifying Customer via email (using the email address Customer provided to MediMap, as updated from time to time) and posting the amended version of this Licence Agreement <https://www.medimap.co.nz/legal> & <https://www.medimap.com.au/legal>. The amended version of this Licence Agreement will apply from the date that is 30 days following the date that the aforementioned notice email is sent. If any amended version of this Licence Agreement is materially adverse to Customer, Customer may terminate the Agreement by providing written notice to MediMap prior to the amended version becoming effective and MediMap will provide Customer with a refund of any Fees paid for use of the Service in the period after termination.

10.5 Force Majeure Events. Neither party is liable for any delay nor failure to perform its obligations under the Agreement to the extent such delay or failure is due to a Force Majeure Event, provided reasonable efforts are made by the affected party to mitigate the effects of a Force Majeure Event.

10.6 Severance. If a provision of the Agreement is unenforceable, the provision will be read down to the extent necessary to avoid that result and if the provision cannot be read down to that extent, it will be severed without affecting the validity and enforceability of the remainder of the Agreement.

- (i) Transfer. Each party must not assign, subcontract, novate or otherwise dispose of its rights or obligations under the Agreement without the prior written consent of the other party (not to be unreasonably withheld). However, MediMap may assign or novate the Agreement in connection with any solvent amalgamation, reconstruction, restructure, sale of shares, assets, raise, or financing of MediMap and/or its Affiliates; and
- (ii) subcontract its obligations under the Agreement to third parties, including its Affiliates.

10.7 Waiver. A party waives a right under the Agreement only by written notice that it waives that right. A waiver is limited to the specific instance to which it relates and to the specific purpose for which it is given.

10.8 Third party rights. No person other than MediMap and Customer has the right to enforce any term of the Agreement (whether at law or otherwise) or approve any amendment to the Agreement.

10.9 Notice. Any notice to be given to MediMap can be sent to support@medimap.health. Any notice to be given to Customer will be sent using the Customer contact details included in the Order.

10.10 Relationship of the parties. The parties are and will remain independent contractors. Nothing contained in the Agreement will be construed to create an agency, joint venture, partnership or other relationship between the parties.

10.11 Governing Law. The Agreement is governed by the laws of:

- (a) New Zealand, where Customer is using the Service in New Zealand; and
 - (b) New South Wales, Australia, where Customer is using the Service in Australia or any other jurisdiction,
- and each party irrevocably submits to the exclusive jurisdiction of the courts of those places (and relevant appellate courts) and waives any objection to proceedings being brought in those courts.

10.12 Currency. A reference to dollars or \$ is to:

- (a) New Zealand dollars, where Customer is using the Service in New Zealand; and
- (b) Australian dollars, where Customer using the Service in Australia or any other jurisdiction.

11 Definitions

In this Licence Agreement, these terms have the following meanings:

Affiliate of a party means an entity that Controls, is Controlled by, or is under common Control with that party.

Agreement means the agreement consisting of this Licence Agreement, the Order and any SOW.

Care Organisation means an entity, organisation or person identified as such in the Order, and is a reference to an operator of a facility or an operator or manager of multiple facilities that provide care for individuals.

Claim means any demand, claim, action or proceeding, however arising and whether present, unascertained, immediate, future or contingent.

Confidential Information means information that is marked, designated or by its nature confidential relating to the business or affairs of a party or its Affiliate:

- (a) including the terms of the Agreement and, in the case of MediMap, all source code to and pricing for the Service; but
- (b) excluding any such information that is in the public domain (other than as a result of a breach of confidence).

Consumer Price Index means, where Customer is using the Service in:

- (a) New Zealand, the consumer price index as published by Statistics New Zealand; and
- (b) Australia or any other jurisdiction, the consumer price index (all groups weighted average of the eight capital cities) of Australia, as published by the Australian Bureau of Statistics.

Control in respect of a person, includes the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person, whether through the ownership of voting securities, by agreement or otherwise, and includes the following:

- (c) direct or indirect ownership of more than 50% of the voting rights of such person; or
- (d) the right to appoint the majority of the members of the board of directors of such person (or similar governing body) or to manage on a discretionary basis the assets of such person.

Customer Material means anything owned or controlled by Customer and transmitted, integrated with, or otherwise Processed through the Service (including information, medical charts, patient details etc.).

Data Breach means any actual interference with, misuse, loss, unauthorised access, modification or disclosure of Customer Material or Medical Data.

Delivery Date has the same meaning given to it in the Order.

Dispute has the meaning given in clause 10.2

Documentation means the documentation provided to Customer from time to time in relation to the Service.

End User means any person who accesses or uses the Service through Customer's licence. In the case of a Pharmacy, this includes individual pharmacists, and for a Care Organisation includes staff members of that organisation and/or its facilities.

Environment means the physical or virtual computing environment.

Fees means the fees, costs and expenses for the supply of the Service and Support Services specified in the Order and any Professional Services specified in the applicable SOW.

Force Majeure Event means any incident, event, act or omission beyond the reasonable control of that party, including any acts of God, strikes, civil strife, riots, wars, fire, explosion, storm, flood, earthquake, failure of communications networks, subsidence, pandemics or epidemics.

Indirect Loss means:

- (a) loss of profit, loss of revenue, loss of anticipated savings, loss of opportunity, loss of use, loss or corruption of data, loss of reputation, loss of goodwill, or loss of contract; and
- (b) any Loss that does not arise naturally or according to the usual course of things from a breach, act or omission relating to the Agreement.

Initial Term means the period specified in the Order.



Intellectual Property Rights means intellectual property rights, including existing and future copyright, rights in designs, patents, semiconductors and circuit layouts and rights in trade marks, trade names and service marks, in each case, whether registered or unregistered and existing in Australia or elsewhere in the world and whether created before or after the date of the Agreement.

IP Claim means any Claim that use of the Service by Customer in accordance with this Agreement infringes any copyright or patent owned by any third party in:

- (a) New Zealand, where Customer is using the Service in New Zealand; and
- (b) Australia, where Customer is using the Service in Australia.

Late Payment Fee means 4% per annum above the:

- (a) Reserve Bank of Australia's cash rate, where Customer is located in Australia; and
- (b) Reserve Bank of New Zealand's official cash rate, where Customer is located in New Zealand.

Licence Period has the meaning given to it in the Order.

Loss means loss, damage, liability, cost (including all legal and other professional costs on a full indemnity basis), charge, expense, outgoing, fine or payment of any nature or kind.

Medical Data means any medical, patient or health related data transmitted, integrated with, or otherwise Processed through the Service by users (including information, medical charts, patient details etc.).

MediMap means, where Customer is using the Service in:

- (c) New Zealand, MediMap NZ Limited; and
- (d) Australia or any other jurisdiction, MediMap Group Pty Limited.

MediMap IT Specifications refers to the IT specifications available at: <https://www.medimap.com.au/legal> and <https://www.medimap.co.nz/legal> as updated from time to time.

Monthly Subscription Fees has the meaning given in the Order.

Order means an order specifying the details of Customer's purchased licence to the Service in any:

- (a) MediMap order form in respect of the Service executed by the parties; or
- (b) any order form completed by Customer and logged in MediMap's customer relationship management system, including details of the applicable Fees and Licence Period.

Personal Data means information about an identified individual or an individual who is reasonably identifiable, including 'personal information', 'sensitive information' and 'health information' as defined in applicable Privacy Law.

Personnel means individuals who are the employees, contractors or agents of a party and, in the case of MediMap, includes the employees, contractors and agents of MediMap's subcontractors. To avoid any doubt, Customer Personnel exclude all MediMap Personnel.

Pharmacy means an entity, organisation or person identified as such in the Order, and is a reference to a dispenser of prescription medicine and other care products to individuals.

Privacy Law means any applicable law governing the Processing of Personal Data, including the *Privacy Act 1988* (Cth) and *Privacy Act 2020* (NZ) and all applicable health information laws.

Process means to collect, store, access, use, copy, adapt, modify, reformat, transform, disclose or perform any other set of operations on.

Professional Services means any support, implementation, training, data migration or other service not forming part of the included on-boarding as specified in clause 1.2 or Support Services.

Renewal Opt-out Cut Off has the meaning given in the Order.

Renewal Term means the period specified in the Order.

Service means the MediMap Web Service (accessible at <https://MediMap.co.nz> and <https://MediMap.com.au>) that allows charting and management of prescriptions and medications administered to individuals in the care of a Care Organisation (which may also be made available through the MediMap mobile application) with the functionality specified in the Order:

- (a) including any Updates; but
- (b) excluding all Customer Material and Third Party Material.



SOW means a statement of work setting out the details of the Professional Services to be provided by MediMap, including the agreed scope and fees for the Professional Services.

Support Services means the support for the Service as specified in the Support Services Agreement.

Support Services Agreement means the support terms which are accessible at: <https://www.medimap.co.nz/legal> and <https://www.medimap.com.au/legal> as updated from time to time.

Third Party Material means content, data, products, software, functionality or services owned or controlled by third parties, which are delivered through or integrate with the Service.

Updates means any new version, release, update, patch, fix, configuration or other modification of the Service made available by MediMap to its customers generally during the Licence Period.