

SAAS SERVICES ATTACHMENT TO MASTER AGREEMENT

This Attachment is entered into between the entity from Our Group listed on the Order Form (“**We**”/“**Us**”) and the customer identified in the signature block in the Order Form (“**You**”/“**Your**”). The provisions of the Master Agreement between the parties are hereby fully incorporated herein by reference. The Effective Date of this Attachment shall be the Effective Date in the Order Form. The parties agree to the following:

1. DEFINITIONS. Capitalised terms that are not otherwise defined in this Attachment have the meanings set forth in the Master Agreement.

“**Access Capabilities**”: the capability to log onto the SaaS Services via Your use of a URL, user ID and password.

“**Additional Items**” means additional modules and/or Licence Metrics provided after the initial purchase of SaaS Services.

“**Data Centre**” means the data centre from time to time on which the Software for the SaaS Services is installed and operated.

“**Emergency Downtime Event**”: the unavailability of Your access to the SaaS Services caused by the execution of emergency maintenance or force majeure, notwithstanding the exercise of commercially reasonable precautions. An Emergency Downtime Event may include, without limitation, preventing (1) the imminent loss of data or (2) the introduction or reproduction of a virus, worm or other malicious application.

“**Error**” means a material failure of hosted Software to conform to its functional specifications described in the Documentation that is reported by You to and replicable by Us.

“**Malicious Code**”: computer viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

“**SaaS Services Warranty Period**”: 90-day period beginning on the day We first provide You with Access Capabilities for the SaaS Services listed on the Order Form as of the Effective Date.

“**Scheduled Downtime Event**”: unavailability of Your access to the SaaS Services for reasonable purposes, which may include, without limitation, installation of Software or Updates, changes or maintenance to the server, changes or maintenance to the Data Centre or changes or maintenance to Third Party Software (including operating systems) or hardware platforms.

“**Service Description**” means the SaaS Services description for the relevant Software, which is available on request.

2. GRANT OF USE. Subject to the timely payment of the applicable fees and the terms of this Attachment and Master Agreement, including without limitation the restrictions set forth in the Order Form, We grant to You, for the Term, the right to access and use the SaaS Services described in the Order Form, solely for Your internal business purposes. Such access and use is subject to the terms of the Master Agreement, including without limitation the restrictions set forth in clause 5.2 (Restrictions) of the Master Agreement and is expressly limited to the maximum number of Licence Metrics, modules and use rights and limitations set forth on the Order Form. Additional Licence Metrics must be purchased under an additional Order Form at the pricing in effect at the time the additional licenses are added, in the event actual use exceeds the licensed quantities. Additional Items, if any, are prorated for the remainder of the then-current Term.

3. SERVICES.

3.1 Environment. We will provide You online access to and use of the SaaS Services via the Internet by use of a browser that You provide, which is approved by Us. The SaaS Services will be hosted on a server that is maintained by Us or Our designated third party. You are solely responsible for obtaining and maintaining at Your own expense, all equipment needed to access the SaaS Services, including but not limited to Your Internet access.

3.2 Start Date. SaaS Services availability starts on the date We deliver Access Capabilities (“**SaaS Services Start Date**”), which is a good-faith estimate. You understand and agree that the anticipated SaaS Services Start Date is dependent on Your cooperation and timely provision of information, personnel and data, as reasonably requested by Us.

3.3 Availability. Beginning on the SaaS Services Start Date, We shall use commercially reasonable efforts to make the SaaS Services available 24 hours a day, seven days a week (unless otherwise noted in the Service

Description), except for: (i) Scheduled Downtime Event, or (ii) Emergency Downtime Event, or Internet service provider failures or delays. We will use commercially reasonable efforts to perform Scheduled Downtime Events outside of normal business hours. You acknowledge that We do not control the transfer of data over telecommunications facilities, including the Internet. We do not warrant secure operation of the SaaS Services or that We will be able to prevent third party disruptions of such Services. You acknowledge further that the SaaS Services may be subject to limitations, delays, and other problems inherent in the use of the Internet and electronic communications. We are not responsible for any delays, delivery failures, or other damage resulting from such problems.

3.4 Changes. We reserve the right to add and/or substitute functionally equivalent products in the event of product unavailability, end-of-life, or changes to software requirements. We regularly update the SaaS Services, meaning that such Services are continually evolving. Some of these changes or Updates will occur automatically, while others may require You to schedule and implement the changes or may require training services. The changes may also mean that You need to upgrade Your equipment, software and/or browser in order to make efficient use of the SaaS Services. We will provide You with advance notification in this case.

3.5 Support Services. In addition to Updates, We shall provide Support Services, as indicated on the Order Form, and as more fully described in Our Support Policies and the Order Form, the terms of which are incorporated herein by reference.

3.6 Backups and Restoration Services. Data backup services are included in the SaaS Services fees. During the Term, the Data Centre will perform data backups in line with the relevant Service Description. Data restoration services are not included in the SaaS Services fees, unless to the extent required as a result of a force majeure event.

3.7 Exclusions. Fees for SaaS Services do not include implementation, training and other Professional Services, such as project management, conversion, report writing, and external systems interface development.

4. CERTAIN OBLIGATIONS.

4.1 Payment Obligations. Fees, billing cycle and payment terms for SaaS Services are as set forth in the Order Form.

4.2 Passwords. You are responsible for maintaining the confidentiality of all passwords and for ensuring that each password is used only by the authorised user. You are entirely responsible for any and all activities that occur under Your account. You agree to immediately notify Us of any unauthorised use of Your account or any other breach of security known to You. We shall have no liability for any loss or damage arising from Your failure to comply with these requirements. We will maintain Your passwords as confidential and will not disclose them to third parties other than Our agents and subcontractors on a need to know basis.

4.3 Encryption Security. The SaaS Services use encryption to reduce the probability of an unauthorised interception of information transmitted using the SaaS Services. Unless otherwise agreed, You must use a browser that supports such encryption technology in order to access the Services. It is Your and Your users responsibility to ensure that the Services are accessed in a way that will not violate applicable laws, and that they are accessed from a secure location at all times.

4.4 Customer Data. You shall be solely responsible for the conversion, accuracy, quality, integrity and legality of Customer Data and of the means by which You acquire Customer Data. You authorise Us and the Data Centre to serve as the host and repository for the data You enter into the Software.

4.5 Acceptable Use. You shall use the Services exclusively for authorised and legal purposes, consistent with all applicable laws and regulations. You agree not to post or upload any content or data which (i) is libelous, defamatory, obscene, pornographic, abusive, harassing or threatening; (ii) contains Malicious Code; (iii) violates the rights of others, such as data which infringes on any intellectual property rights or violates any right of privacy or publicity; or (iv) otherwise violates any applicable law. You further agree not to interfere or disrupt networks connected to the Services, not to interfere with another entity's use and enjoyment of similar services and to comply with all regulations, policies and procedures of networks connected to the SaaS Services. We may remove any violating content posted on the Services or transmitted through the Services, without notice to You. We may suspend or terminate any user's access to the SaaS Services in the event that We reasonably determine that such user has violated the terms and conditions of the Agreement. You shall comply with, and cause all entities under Your direction or control to comply with: (a) all procedures, rules and regulations that We or the Data Centre require for the SaaS Services; and (b) all applicable laws related to the SaaS Services (including, without limitation, laws governing the gathering, use, transmission, processing, receipt, reporting, disclosure, maintenance and storage of patient and other healthcare information).

5. WARRANTIES AND DISCLAIMER.

5.1 Warranties. We warrant that, for the SaaS Services Warranty Period, the SaaS Services will operate in all material respects in conformity with the functional specifications described in the Documentation.

5.2 Remedies. If the SaaS Services do not perform as warranted during the SaaS Services Warranty Period, We shall use commercially reasonable efforts to correct Errors. This is Your exclusive remedy for any claim under this warranty. You shall promptly notify Us in writing of Your claim. Provided that such claim is determined by Us to be Our responsibility, We shall, within 30 days of its receipt of Your written notice, (i) correct such Error; (ii) provide You with a plan reasonably acceptable to You for correcting the Error; or (iii) if neither (i) nor (ii) can be accomplished with reasonable commercial efforts from Us, then We or You may terminate the affected SaaS Services, and You will be entitled to a refund of the pre-paid portion of the fees paid for the affected SaaS Services. The preceding warranty remedy shall constitute Our entire liability and Your exclusive remedy for remedy of the warranty set forth herein. If You elect not to terminate the SaaS Services, You waive all rights for the applicable warranty remedy set forth herein.

5.3 Exclusions. We are not responsible for any claimed breach of any warranty set forth in clause 5.1 caused by: (i) modifications made to SaaS Services by anyone other than Us; (ii) the combination, operation or use of SaaS Services with any items not approved by Us; (iii) Our adherence to Your specifications or instructions; (iv) Errors caused by or related to internet connections; or (v) You deviating from SaaS Services operating procedures described in the Documentation.

5.4 Third Party Products. You acknowledge that certain portions of the SaaS Services may contain Third Party Products. We may add and/or substitute functionally equivalent products for any Third Party Products in the event of product unavailability, end-of-life, or changes to software requirements. We make no warranty with respect to any Third Party Products. Your sole remedy with respect to such Third Party Products shall be pursuant to the

original licensor's warranty, if any, to Us, to the extent permitted by the original licensor. Third Party Products are made available on an "AS IS, AS AVAILABLE" BASIS.

5.5 Disclaimer. THE WARRANTIES SET FORTH IN THIS CLAUSE 5 ARE IN LIEU OF, AND WE, OUR LICENSORS AND SUPPLIERS EXPRESSLY DISCLAIM TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, INCLUDING, WITHOUT LIMITATION, (i) ANY WARRANTY THAT ANY HOSTED SOFTWARE, HOSTED HARDWARE, THIRD PARTY SOFTWARE AND SAAS SERVICES ARE ERROR-FREE OR WILL OPERATE WITHOUT INTERRUPTION OR THAT ALL ERRORS WILL BE CORRECTED OR WILL COMPLY WITH ANY LAW, RULE OR REGULATION; (ii) ANY AND ALL IMPLIED WARRANTIES OF QUALITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT; (iii) ANY WARRANTY THAT THIRD PARTY SOFTWARE WILL BE ACCURATE, RELIABLE AND ERROR-FREE AND (iv) ANY AND ALL IMPLIED WARRANTIES ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. NO ADVICE, STATEMENT OR INFORMATION GIVEN BY US, OUR AFFILIATES, CONTRACTORS OR EMPLOYEES SHALL CREATE OR CHANGE ANY WARRANTY PROVIDED HEREIN. You acknowledge that use of or connection to the Internet provides the opportunity for unauthorised third parties to circumvent security precautions and illegally gain access to the Services and Customer Data and that no form of encryption is fool proof. Accordingly, We cannot and do not guarantee the privacy, security or authenticity of any information so transmitted over or stored in any system connected to the Internet.

6. TERM, RENEWAL AND TERMINATION.

6.1 Term and Renewal. The Initial Term of SaaS Services commences on the Effective Date specified in the Order Form and continues for the term set forth in the Order Form ("**Initial Term**"). Following the end of the Initial Term, SaaS Services shall automatically renew continuously for successive 12 month periods unless otherwise specified in the Order Form ("**Renewal Term**") unless either party gives written notice at least 60 days prior to the end of the Initial Term or any Renewal Term, of its intention to terminate the SaaS Services. The Initial Term and Renewal Terms are collectively referred to as the "**Term**". For the avoidance of doubt, the Term set forth above applies to all Licence Metrics purchased by You as of the Effective Date, plus any Additional Items purchased during the Term on a pro-rata basis from the date of purchase.

6.2 Termination. This Attachment may be terminated by either party in accordance with clause 8 of the Master Agreement. The clauses of this Attachment which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination. On termination of this Attachment however caused Your right to use the SaaS Services will automatically cease. If this Attachment expires or is terminated for any reason, We will make the Customer Data available to You in standard readable and secure encrypted form via email, CD-ROM, DVD, USB memory stick, USB hard disk drive and FTP download or such other method as agreed between the parties (any applicable hardware for these purposes are to be supplied by You). We reserve the right to make a charge for such service (at Our then current rates).