# MEDICINE INFORMATION SYSTEMS LIMITED

#### SOFTWARE SITE LICENCE

## PARTIES

This Licence is between you ("the Licensee") and **MEDICINE INFORMATION SYSTEMS LIMITED** ("the Licensor").

### BACKGROUND

- A. The Licensor is the exclusive owner of the Software (as hereinafter defined).
- B. The Software generates concise, easy-to-read medicine information leaflets to assist the Licensee to comply with legislative requirements relating to dispensing medication.
- C. The Licensee wishes to be licensed to use the Software under the terms and conditions set out below.

### COMMENCEMENT

This Licence comes into effect following payment of the Fee (as hereinafter defined) by the Licensee to the Licensor. By subscribing to the Software and payment of the Fee, the Licensee accepts the terms of this License as varied from time to time.

#### LICENCE

- 1. Definitions
  - 1.1 In this Licence unless the context otherwise requires, the following expressions have the following meanings:

"Customers" means customers of the Licensee to whom the Licensee or its staff dispense medicine;

"Data" means all the medical information contained in and generated by the Software;

"Fee" means the fee payable by the Licensee to the Licensor pursuant to clause 3 of this Licence;

"Site" means a single business premises utilised by the Licensee;

"Software" means the Licensor's MED+INFO Software and includes all updates to the said Software provided by the Licensor to the Licensee;

"System" means one or more standalone or networked personal computers located at the Site;

"use" means utilisation of the Software for viewing and printing medicine information leaflets.

### 2. Licence

- 2.1 Upon payment of the Fee and installation of the Software, the Licensor grants, and the Licensee accepts, one non-transferable non-exclusive New Zealand licence to use one copy of the Software at one Site and not otherwise.
- 2.2 The rights granted are personal to the Licensee and the Licensee may not assign or transfer this Licence or any of its rights or obligations contained in this Licence without the Licensor's prior consent.
- 2.3 The Licensee acknowledges that the Data and the information leaflets generated by the Software are not intended to replace the personal advice of doctors, pharmacists and other health professionals.
- 2.4 The Licensee acknowledges that the Licensor is the exclusive owner of the Software, Data and all rights, title and interest in the Software and Data shall remain with the Licensor.
- 3. Subscription fee

- 3.1 The Licence for the Licensee to use and to continue to use the Software is subject to the Licensee having paid and continuing to pay the Licensor's monthly or annual subscription fee (as varied from time to time by the Licensor in the Licensor's sole discretion) to the Licensor.
- 4. Licensee's undertakings
  - 4.1 The Licensee agrees:
    - (a) Not to use the medicine information leaflets for making prescribing decisions.
    - (b) To prompt Customers to read the medicine information leaflets.
    - (c) Not to copy (other than for normal System operation and permitted use of the Software), reproduce, translate, adapt, vary or modify the Software or Data, nor to communicate the Software or Data to any third party.
    - (d) To adequately supervise and control use of the Software and Data in accordance with the terms of this Licence.
    - (e) To replace the current version of the Software with any updated version immediately upon receipt of advice from the Licensor that an updated version of the Software is available for download or installation.
    - (f) To reproduce and include the copyright notice of the Licensor on all or any information sheets, whether in whole or in part, or in any form.
    - (g) Not to permit any third person to examine, repair or in any way alter the Software or Data without the prior written consent of the Licensor. The Licensee indemnifies the Licensor for all of the Licensor's costs of rectifying the Software or Data should any loss be caused as a result of any interference with the Software or Data by the Licensee or any third party given access to the Software or Data by the Licensee.
    - (h) To comply at all times with the Privacy Act 1993.
    - (i) Not to use or permit the use or publication of the Software or the Data on the internet in anyway what so ever.
    - (j) To ensure that any accompanying material in relation to any medicine is provided with and not replaced by any medicine information leaflet.
- 5. Termination
  - 5.1 Either party may terminate this Licence on **ONE** (1) month's written notice.
  - 5.2 Where the Licensee breaches a term of this Licence, the Licence shall terminate immediately and the Licensee shall have no entitlement to a refund of any part of any subscription fee pre-paid.
  - 5.3 On termination of this Licence pursuant to clauses 5.1 and 5.2, the Licensee shall immediately cease using the Software.
- 6. The Licensor's undertakings
  - 6.1 The Licensor undertakes to supply regular updates to the Software to the Licensee.
- 7. The Licensor's liability
  - 7.1 It is agreed that the Licensor is not liable to the Licensee for any loss or damage whatsoever or howsoever caused arising directly or indirectly in connection with this Licence, the Software, the Data, or their use or any other application.
  - 7.2 Notwithstanding the generality of clause 7.1 above, the Licensor is not liable for any consequential loss or damage which may arise in respect of the Software, the Data, their use, the System or any other equipment or property, or for loss of profit, business, revenue, goodwill or anticipated savings.
  - 7.3 The exclusions of liability referred to in clauses 7.1 and 7.2 above apply to liability in contract and/or in tort and/or under the Fair Trading Act 1986. In the event that any

limitation or provision contained in this Licence is held to be invalid for any reason and the Licensor becomes liable for loss or damage that would otherwise have been excluded, it is agreed that such liability is limited to the amount of the then current annual Fee.

- 8. Intellectual property rights
  - 8.1 The Licensee acknowledges that any and all of the trademarks, trade names, copyrights, patents and other intellectual property rights used or embodied in or in connection with the Software are and remain the sole property of the Licensor. The Licensee agrees that it will not, during or at any time after the expiry or termination of this Licence, in any way question or dispute the ownership by the Licensor of any such rights.
  - 8.2 In the event that new inventions, designs or processes evolve in the performance of or as a result of this Licence, the Licensee agrees that such rights are the property of the Licensor unless otherwise agreed in writing by the Licensor. The Licensee agrees to transfer (and procure that any person within its control transfers) such rights to the Licensor upon the Licensor's request but at the Licensor's expense.

#### 9. Notices

9.1 Any notice, communication or other document authorised or required to be given or served pursuant to this Licence shall be in writing addressed as follows:

Medicine Information Systems Limited PO Box 30 326 Lower Hutt New Zealand 5040

Ph: (04) 920 0860 Fax: (04) 920 0861

- 10. Entire Licence
  - 10.1 The Licensee acknowledges that:
    - (a) they have read and understood these terms and conditions;
    - (b) these terms constitute the entire Licence, understanding and representations, expressed or implied between the Licensor and the Licensee in respect of the Software and the Data;
    - (c) this Licence supersedes all prior communications between the parties including oral or written proposals.