

Multum
End user License Agreement

1) Specific Multum License Provisions.

- a) **Permitted Use.** Altera grants to Client a valid, non-exclusive, non-transferable License to use the Multum Third Party Software:
 - i) upon payment of all undisputed, related fees;
 - ii) exclusively at Client's Facilities as defined in this Agreement;
 - iii) solely to process data to from the said facilities belonging to Client, and
 - iv) subject to the provisions of the End User License Agreement below.

- b) **Restrictions on Use.** Except with Altera's written permission, Client agrees not to:
 - i) sublicense, export or otherwise transfer the Multum Third Party Software,
 - ii) provide remote processing or service bureau services utilizing the Multum Third Party Software,
 - iii) de-compile, disassemble or reverse engineer the Multum Third Party Software,
 - iv) allow any third party to implement, access or operate the Multum Third Party Software,
 - v) remove or permit to be removed from Altera's Proprietary Information or the Multum Third Party Software any proprietary, confidential, or copyright notices, markings, or legends, or
 - vi) copy the Multum Third Party Software or any related information except for archival purposes or for user manuals which reasonably may be duplicated for Client's use and marked with the Third Party Vendor's proprietary notices.

2) Multum End-User License Agreement.

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Every effort has been made to ensure that the information provided in the Service is accurate, up-to-date, and complete, but no guarantee is made to that effect. In addition, the drug information contained herein may be time sensitive.

The Service does not endorse drugs, diagnose patients, or recommend therapy. The Service is an informational resource designed to assist licensed healthcare practitioners in caring for their patients. Healthcare practitioners should use their professional judgment in using the information provided. The Service is not a substitute for the care provided by licensed healthcare practitioners. The absence of a warning for a given drug or drug combination in no way should be construed to indicate that the drug or drug combination is safe, effective or appropriate for any given patient.

Multum does not assume any responsibility for any aspect of healthcare administered with the aid of information the Service provides.

3) Disclaimer of Warranties

CLIENT ACKNOWLEDGES THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS. EXCEPT FOR WARRANTIES WHICH MAY NOT BE DISCLAIMED AS A MATTER OF LAW, MULTUM MAKES NO REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO REPRESENTATIONS OR WARRANTIES REGARDING THE ACCURACY OR NATURE OF THE CONTENT OF THE SERVICE, WARRANTIES OF TITLE, NONINFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN ADDITION, WITHOUT LIMITING THE FOREGOING, THE SERVICE HAS BEEN DESIGNED FOR USE IN THE UNITED STATES ONLY AND COVERS THE DRUG PRODUCTS USED IN PRACTICE IN THE UNITED STATES. MULTUM PROVIDES NO CLINICAL INFORMATION OR CHECKS FOR DRUGS NOT AVAILABLE FOR SALE IN THE UNITED STATES AND CLINICAL PRACTICE PATTERNS OUTSIDE THE UNITED STATES MAY DIFFER SUBSTANTIALLY FROM INFORMATION SUPPLIED BY THE SERVICE. MULTUM DOES NOT WARRANT THAT USES OUTSIDE THE UNITED STATES ARE APPROPRIATE.

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Any warranties expressly provided herein do not apply if: (i) Client alters, mishandles or improperly uses, stores or installs all, or any part, of the Service, (ii) Client uses, stores or install the Service on a computer system which fails to meet the specifications provided by Multum, or (iii) the breach of warranty arises out of or in connection with acts or omissions of persons other than Multum.

4) **Assumption of Risk, Disclaimer of Liability, Indemnity**

CLIENT ASSUMES ALL RISK FOR SELECTION AND USE OF THE SERVICE AND CONTENT PROVIDED THEREON. MULTUM SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS (EXCEPT TO THE EXTENT CAUSED DIRECTLY BY MULTUM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT) REGARDING CONTENT DELIVERED THROUGH THE SERVICE OR ANY DELAYS IN OR INTERRUPTIONS OF SUCH DELIVERY.

CLIENT ACKNOWLEDGES THAT MULTUM: (A) HAS NO CONTROL OF OR RESPONSIBILITY FOR CLIENT'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON, (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE SERVICE OR CONTENT PROVIDED THEREON MAY BE USED BY CLIENT, (C) UNDERTAKES NO OBLIGATION TO SUPPLEMENT OR UPDATE CONTENT OF THE SERVICE EXCEPT AS SPECIFICALLY SET FORTH ABOVE AND (D) HAS NO LIABILITY TO ANY PERSON FOR ANY DATA OR INFORMATION INPUT ON THE SERVICE BY CLIENT TO THE SERVICE.

EXCEPT CLAIMS ARISING OUT OF MULTUM'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, MULTUM SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING BUT NOT LIMITED TO CLIENT AND PERSONS TREATED BY OR ON BEHALF OF CLIENT) FOR, AND CLIENT AGREES TO INDEMNIFY AND HOLD MULTUM HARMLESS FROM ANY CLAIMS, LAWSUITS, PROCEEDINGS, COSTS, ATTORNEYS' FEES, DAMAGES OR OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO (A) CLIENT'S USE OF THE SERVICE OR CONTENT PROVIDED THEREON OR ANY HARDWARE FURNISHED IN CONNECTION THEREWITH AND (B) ANY DATA OR INFORMATION INPUT ON THE SERVICE BY END USER, IN ALL CASES INCLUDING BUT NOT LIMITED TO LOSSES FOR TORT, PERSONAL INJURY, MEDICAL MALPRACTICE OR PRODUCT LIABILITY. FURTHER, WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL MULTUM BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGES, INCLUDING DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS, OR DOWN TIME, EVEN IF MULTUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE INFORMATION CONTAINED WITHIN THE SERVICE IS INTENDED FOR USE ONLY BY PHYSICIANS AND OTHER HEALTHCARE PROFESSIONALS WHO SHOULD RELY ON THEIR CLINICAL DISCRETION AND JUDGMENT IN DIAGNOSIS AND TREATMENT. AS BETWEEN CLIENT AND MULTUM, CLIENT HEREBY ASSUMES FULL RESPONSIBILITY FOR INSURING THE APPROPRIATENESS OF USING AND RELYING UPON THE INFORMATION IN VIEW OF ALL ATTENDANT CIRCUMSTANCES, INDICATIONS, AND CONTRAINDICATIONS.

5) **Liability of Multum to Client**

Under no circumstances shall Multum be liable to Client or any other person for any indirect, exemplary, special or consequential damages arising out of or relating to Client's use of or inability to use the Service or the content of the Service provided thereon or any Hardware furnished in connection therewith. Multum's total liabilities in connection with this Agreement, whether arising under Contract or otherwise, are limited to two times the fees received by Multum under this Agreement specifically relating to Client's service or product which is the subject of the claim.