



**ADDENDUM TO THE ELEKTA STANDARD
TERMS AND CONDITIONS OF SALE
FOR SUBLICENSE OF FDB KNOWLEDGE BASE
WT1920FDB**

This Sublicense supplements and is part of the Agreement between Elekta, Inc., successor in interest of IMPAC Medical Systems ("IMPAC") as of November 1, 2009 and Customer, and includes additional terms and conditions under which Customer is granted a license to use the Formulary Plus product and a sublicense to use the First DataBank FDB Knowledge Base software.

All capitalized terms herein shall have the same meaning as set forth in the Agreement. In the event of any conflict between this Sublicense and the Agreement, the terms of this Sublicense shall control to the extent that the inconsistent term applies to the FDB Knowledge Base software.

1. Sublicensed Software The term "Sublicensed Software" means the FDB Knowledge Base software licensed to IMPAC by First DataBank, which is incorporated into IMPAC's Formulary Plus product specified on the cover page of the Agreement, and any software enhancements (including any addition of functionality or the improvement of an existing functionality), sublicensed by Customer from IMPAC pursuant to this Sublicense. Customer understands and acknowledges that the Sublicensed Software is licensed by IMPAC from First DataBank. IMPAC is subject to the terms and conditions of the underlying license agreement governing the use of the FDB Knowledge Base software and, therefore, in the event that the underlying license agreement is terminated, then IMPAC may terminate this Sublicense.

2. Ownership Customer acknowledges that the Formulary Plus contains certain software licensed to IMPAC by First DataBank, including without limitation, software known as FDB Knowledge Base. First DataBank and IMPAC retain all right, title and interest, including without limitation, any and all ownership rights, in and to their respective portions of Formulary Plus or any component part thereof and in any and all related patents, trademarks, copyrights or proprietary or trade secret rights. Formulary Plus, including the Sublicensed Software, and all copies thereof made by Customer and any and all copyrights and other proprietary rights therein are the exclusive property of IMPAC and First DataBank. Any rights not expressly granted to Customer under the Agreement and this Sublicense shall be retained by IMPAC and First DataBank. Although some tangible objects may be delivered to Customer pursuant to this Agreement, title to such objects shall not pass to Customer.

3. Formulary Plus License In consideration of the rights granted to Customer by IMPAC with regard to Formulary Plus, Customer agrees as follows:

- (i) it shall use the Sublicensed Software exclusively as a source of drug product information to support IMPAC's medical management software;
- (ii) the rights and obligations set forth in Section 2.1 of IMPAC General Terms and Conditions shall apply to the use of the Sublicensed Software;
- (iii) it will reproduce and include all copyright and other proprietary notices on all copies of the Sublicensed Software, including any related materials and documentation;
- (iv) it will not create or attempt to create, reverse engineer or otherwise attempt to discover the source programs or any part thereof from the Sublicensed Software or from other information made available under this Sublicense or otherwise (whether oral, written, tangible, or intangible);
- (v) it will not use the name First DataBank, Inc. or First DataBank, the names of any of the First DataBank Knowledge Bases, or any trademark owned by or licensed to First DataBank;
- (vi) it will not use, copy, or transfer the Sublicensed Software or any related materials and documentation to the Sublicensed Software, in whole or in part, except as expressly provided in the Agreement;

4. Annual Update Fees for Formulary Plus The parties acknowledge that the nature of the Formulary Plus product requires frequent updates, including enhancements, improvements and modifications to the intelligence files in order to maintain operational functionality of the system and that Customer's use of any version other than the most current version of Formulary Plus may cause inaccurate warnings, reports or other readings that can lead to serious consequences, including fatality, resulting from incorrect dosage information, incorrect drug interaction information, or other similar inaccurate information.

Therefore, notwithstanding anything else hereunder, Customer understands and agrees that annual payment of update fees for the Formulary Plus product is a

mandatory requirement for the licensing of Formulary Plus. Customer further understands and agrees that in the event Customer fails to make timely payment of the annual update fees for Formulary Plus or otherwise fails to pay the annual update fee for Formulary Plus, then IMPAC shall have the right upon written notice to Customer to terminate Customer's license for Formulary Plus, in which case Customer grants IMPAC permission to dial-in to Customer's site to disable Customer's access to the Formulary Plus product. Customer will immediately (i) return the Formulary Plus product to IMPAC together with all reproductions and modifications of the Formulary Plus product and all copies of any documentation, notes, and other materials respecting the Formulary Plus product; (ii) purge all copies of the Formulary Plus product or any portion thereof from all Designated Equipment and from any computer storage device or medium on which Customer has placed or permitted others to place the Formulary Plus product and (iii) give IMPAC a written certification that the Customer has complied with all of its obligations hereunder.

The first-year annual update fee for Formulary Plus is included in the license fee specified on the cover page for the Formulary Plus product. Thereafter, the annual update fee shall be the update fee then in effect for the Formulary Plus product and shall automatically renew each year. The current annual update fee is specified on the cover page.

This Section 4 shall apply only to the license of the Formulary Plus product and shall have no effect on any other products licensed under the Agreement by Customer.

5. Disclaimers

(i) First DataBank has utilized reasonable care in collecting and reporting the information contained in the Sublicensed Software and has obtained such information from sources believed to be reliable. First DataBank, however, does not warrant the accuracy of codes, prices or other data contained in the Sublicensed Software. Information reflecting prices is not a quotation or offer to sell or purchase. The clinical information contained in the Sublicensed Software is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care. The absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient.

(ii) **FIRST DATABANK AND IMPAC MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OTHER THAN THOSE IN THIS SUBLICENSE, AND FURTHER MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OF THE DATA FROM WHICH THE SUBLICENSED SOFTWARE IS COMPILED, NOR THE COMPATIBILITY OF THE SUBLICENSED SOFTWARE WITH CUSTOMER'S HARDWARE AND SYSTEMS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

(iii) **IN NO EVENT SHALL FIRST DATABANK OR IMPAC BE LIABLE JOINTLY OR SEVERALLY TO CUSTOMER OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, RELIANCE, OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, EVEN IF FIRST DATABANK OR IMPAC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

(iv) **IN NO EVENT SHALL FIRST DATABANK OR IMPAC'S LIABILITY JOINTLY OR SEVERALLY EXCEED THE AMOUNT PAID TO IMPAC BY CUSTOMER FOR THE ANNUAL UPDATE FEE FOR FORMULARY PLUS FOR THE THEN-CURRENT ANNUAL TERM, REGARDLESS OF THE FORM OF THE ACTION OR CLAIM, AND REGARDLESS OF WHETHER THE ACTION OR CLAIM IS BASED ON ANY ALLEGED ACT OR OMISSION OF IMPAC OR OF FIRST DATABANK, INCLUDING BUT NOT LIMITED TO ANY ACTION BASED ON NEGLIGENCE, BREACH OF WARRANTY OR BREACH OF CONTRACT.**

6. Professional Responsibility Customer acknowledges that the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services. Customer takes full responsibility for the use of information provided by the Sublicensed Software in patient care and acknowledges that the use of the Sublicensed Software in no way is intended to replace or substitute for professional judgment. First DataBank and IMPAC do not assume any responsibility for actions of Customer which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis. Customer shall ensure that all healthcare professionals using the



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Sublicensed Software are aware of the limitations of the use of the Sublicensed Software.

7. Use of Patient Education At such time as the Patient Education Knowledge Databases become available, IMPAC will notify Customer of such availability. As a requirement for use of the Patient Education materials, Customer agrees to include one of the following two disclaimers at the top of any patient education information material provided to patients from the Patient Education Knowledge Databases:

NOTE: The following information is intended to supplement, not substitute for, the expertise and judgment of your physician, pharmacist or other healthcare professional. It should not be construed to indicate that the use of the drug is safe, appropriate, or effective for you.

Consult your healthcare professional before taking this drug.

OR

NOTE: The information in this monograph is not intended to cover all possible uses, directions, precautions, drug interactions, or adverse effects. This information is generalized and is not intended as specific medical advice. If you have questions about the medicines you are taking or would like more information, check with your doctor, pharmacist, or nurse.

8. Disposition of Sublicensed Software Upon Termination Upon termination of the license for Formulary Plus, this Sublicense and all other rights granted to the Customer hereunder for the Sublicensed Software shall immediately cease, and Customer shall immediately: (i) return the Sublicensed Software to IMPAC together with all reproductions and modifications of the Sublicensed Software and all copies of any documentation, notes, and other materials respecting the Sublicensed Software; (ii) purge all copies of the Sublicensed Software or any portion thereof from all Designated Equipment and from any computer storage device or medium on which Customer has placed or permitted others to place the Sublicensed Software; and (iii) give IMPAC a written certification that Customer has complied with all of its obligations hereunder.

9. Survival The terms of Sections 1, 2, 3, 5, 6, 8 and 9 of this Sublicense shall survive any termination or expiration of this Sublicense.