

First Databank Licence Agreement
IMPORTANT --- PLEASE READ CAREFULLY
LICENCE AGREEMENT

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3. The information stored on the Licensed Solutions is not exhaustive. It therefore cannot be relied upon as complete.
4. Although the information stored on the Licensed Solutions is updated on a regular basis, healthcare professionals should ensure that they are satisfied that the information they have is current.

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Updates

You agree to accept and incorporate into the System for use by End Users, any updates of the Licensed Solutions received by you from **Altera Healthcare (IT) UK Limited** or FDB within twenty working days of receiving such updates.

Maintenance

Any maintenance or support to which you are entitled will be provided by **Altera Healthcare (IT) UK Limited**. FDB has no obligation to provide any maintenance or support for the Licensed Solutions directly to End Users.

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For the avoidance of doubt, nothing in this licence shall be construed so as to limit or exclude **Altera Healthcare (IT) UK Limited's** liability for personal injury or death caused by negligence, or for fraudulent misrepresentation.

Indemnification

You agree to defend, indemnify and hold **Altera Healthcare (IT) UK Limited** its affiliates and its suppliers (including, without limitation, FDB) and any of their respective directors, officers, employees, or agents harmless from and against any and against all costs, claims, demands, liabilities, expenses, damages or losses sustained by FDB (including without limitation consequential losses and loss of profit, and all interest, penalties and legal and other professional costs and expenses) as a result of (i) any claim or action for death or personal injury brought against **Altera Healthcare (IT) UK Limited** or FDB by any third party arising out of or in connection with the use of the Licensed Solutions by **Altera Healthcare (IT) UK Limited** or End Users (ii) any breach of the licence grant, or licence restrictions or the confidentiality provisions contained in this Agreement.

Termination

The licence granted under this Agreement shall immediately and automatically terminate upon failure by you to comply with its terms. **Altera Healthcare (IT) UK Limited** reserves the right in its sole discretion to terminate this licence granted under this Agreement, upon e-mail notice to you or upon notice posted on **Altera Healthcare (IT) UK Limited's** web site. Upon the termination of the licence granted under this Agreement, you must cease all use of the Licensed Solutions and destroy or return to **Altera Healthcare (IT) UK Limited** all copies of the Licensed Solutions in your possession or under your control. Unless mutually agreed in writing by the parties, all other terms of this Agreement will remain in effect following termination of the licence.

Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the law of England. You irrevocably agree to submit to the exclusive jurisdiction of the courts of England over any claim or matter arising under or in connection with this Agreement.

Assignment

You may not transfer or assign the Licensed Solutions or any of your rights or obligations under this Agreement without **Altera Healthcare (IT) UK Limited's** prior written consent.

Severability

In the event any term or provision of this Agreement or any application thereof shall be deemed to be illegal, void or unenforceable, then the same shall not affect the remaining portions of this Agreement or any other application of the same that are not determined to be illegal, void or unenforceable, which remaining provisions and any other such application shall survive and constitute the agreement of the parties.

Miscellaneous

No amendment to this Agreement shall be binding unless made in writing and signed by a duly authorised representative of the party against whom enforcement is sought. Whenever the consent of a party is required, such consent may be withheld in that party's sole and absolute discretion.

The failure of either party at any time to require performance of any provision of this Agreement or to exercise any right provided for herein shall not be deemed a waiver of such provision or such right. All waivers must be in writing. Unless the written waiver contains an express statement to the contrary, no waiver by either party of any breach of any provision of this Agreement or of any right provided for herein shall be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right under this Agreement. All remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity or otherwise. This Agreement contains the entire understanding and agreement between the parties with respect to the subject matter hereof and supersedes and merges herein all previous communications, negotiations and agreements, whether oral or written, between the parties with respect to such subject matter.