PRODUCT ADDENDUM

ATLAS eMAR

Updated: 07 November 2024

If Customer purchases the selected products outlined below, this product addendum will be part of and supplements the PCS MSA (the "MSA") to reflect specific nature and terms and conditions associated with the purchase and provisioning of the selected products. In case of conflict between the MSA and this Addendum, this Addendum shall prevail. For clarity, the provision regarding the Right to update the terms under the MSA and other general provisions shall apply to this Product Addendum. The following product addendum applies to all Subscription Services branded as "Atlas eMar" (the "**Atlas eMar Services**"):

1 Definitions:

1.1 **Enabled Pharmacy** means registered pharmacies that have implemented the necessary technology such that they can provide Pharmaceutical Services to care homes operating Atlas eMar Services.

1.2 **Pharmaceutical Services** means the collecting, dispensing, delivery of prescriptions and ensuring the accuracy of the patient records at the Enabled Pharmacy by its staff.

1.3 **Pharmacy Provider** means the Enabled Pharmacy confirmed by Customer in writing (email acceptable) as the supplying pharmacy which the Customer has chosen, and the Enabled Pharmacy has agreed, to provide Pharmaceutical Services or any replacement Enabled Pharmacy. Any application provided by the Pharmacy Provider is Non-PCS Application.

2 Pharmaceutical Services

2.1 The Customer has chosen to receive Pharmaceutical Services from the Pharmacy Provider as confirmed by Customer in writing (email acceptable).

2.2 PCS shall facilitate the introduction of the Customer and its Pharmacy Provider. The Pharmacy Provider is deemed Non-PCS Application provider and Customer is responsible to arrange its own agreement with the Pharmacy Provider for the Pharmaceutical Services. Guidance for establishing a pharmacy service level agreement with sample templates is currently available on https://help.atlasemar.com/hc/en-gb, however, this is not a legal advice and Customer shall make their own determination regarding the agreement that should be put in place with the Pharmacy Provider.

2.3 If the Customer wishes to change the Pharmacy Provider to an alternative Enabled Pharmacy during the Term:

2.3.1 PCS shall make available a list of Enabled Pharmacies to the Customer upon request;

2.3.2 the Customer shall carry out its own due diligence to ensure that an informed assessment can be made; and

2.3.3 the Customer shall provide 30 days' prior written notice to PCS and follow the procedures and processes set out https://help.atlasemar.com/hc/en-gb.

3 Customer's obligations

3.1 The Customer shall:

3.1.1 co-operate with PCS in all matters relating to the Goods, Devices and Services;

3.1.2 adhere to the PCS change process from time to time in relation to any changes made to the Customer's information technology infrastructure including, but not limited to plan the change, including roll-back; informing PCS of any planned change; test; deployment on site; and roll-out when first site is active.

3.1.3 ensure that medication is administered appropriately and that all data subjects' records pertaining to medication are maintained in line with all applicable laws and regulations;

3.1.4 ensure that all changes to a data subject's medication are recorded in the Subscription Services. This might include the addition of any new or emergency medications and/or the cessation of any medications that are no longer required;

3.1.5 ensure that all new and existing Customer personnel who will use Subscription Services have completed the required training, namely the eLearning module, ahead of any onsite training and/or go live date and/or upon using the Subscription Services;

3.1.6 ensure that all Devices are synchronised before and after each medication round and are charged when not in use;

3.1.7 act on low stock prompts, missing entry warnings and stock take prompts;

3.1.8 order, book in and administer all medicines using the Subscription Services and only use paper MAR charts in a contingency situation;

3.1.9 keep any back up Devices, where applicable, updated with the latest version of Services and charged so it can be deployed promptly;

3.1.10 report any issues relating to the Services or the Goods (including any replacement equipment) to PCS promptly using the procedures and policies communicated to Customer.

3.2 If the PCS's performance of its obligations under this agreement is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees then, without prejudice to any other right or remedy it may have, PCS shall be allowed an extension of time to perform its obligations equal to the delay caused by the Customer.