



PRODUCT ADDENDUM

Camascope Portal & Camascope SPMR – Pharmacy Management

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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 “Camascope Portal” and “Camascope SPMR - Pharmacy Management” (the “**Camascope Pharmacy Services**”):

1 Definitions:

- 1.1 **“Authorised Sites”** means the registered pharmacy premises operated by the Customer that are licensed to use the Camascope Pharmacy Services, as can be listed in the Order Form (including any appendix of sites), as updated from time to time in accordance with the Order Form.
- 1.2 **“Care Home”** means a care provider that receives Pharmaceutical Services from the Customer and to which the Customer’s Camascope Pharmacy Services connect. A Care Home is a separate organisation and may be a customer of PCS in its own right.
- 1.3 **“Clinical Database”** means the third-party drug and medication reference database incorporated within the Camascope Pharmacy Services, currently supplied by First Databank Europe Limited (“FDB”).
- 1.4 **“Individual”** means a patient or care-home resident whose prescription, dispensing or medication record is processed through the Camascope Pharmacy Services.
- 1.5 **“Mobile App”** means any mobile application made available by PCS or Camascope through which the Camascope Pharmacy Services may be accessed.
- 1.6 **“PMR System”** means a third-party patient medication record or pharmacy management system operated by or for the Customer with which Camascope Portal integrates. A PMR System is a Non-PCS Application.
- 1.7 **“Pharmaceutical Services”** means the collecting, dispensing and delivery of prescriptions and ensuring the accuracy of the patient records carried out by the Customer’s staff at the Authorised Sites (if applicable).
- 1.8 **“Responsible Pharmacist”** means the pharmacist responsible, under applicable law and professional regulation, for the safe and effective running of the Customer’s pharmacy at the relevant time.
- 1.9 **“Supplying Pharmacy”** means the Customer (acting through an Authorised Site, if applicable) that a Care Home has selected to provide Pharmaceutical Services to it through the Camascope Pharmacy Services.

2 Pharmaceutical Services

- 2.1 The Camascope Pharmacy Services are tools that support the Customer’s pharmacy operations. They do not perform Pharmaceutical Services, and they do not replace the professional judgment of the Responsible Pharmacist or the Customer’s suitably qualified staff.
- 2.2 Where the Customer uses Camascope SPMR to generate barcode labels or paper MAR charts, the Customer is responsible for checking the accuracy of labels and charts before use and for using paper MAR charts only in a contingency situation.

3 Pharmacy and Care Home relationship

- 3.1 The Camascope Pharmacy Services enable the Customer to connect with Care Homes for the purpose of medication ordering, prescription management and the supply of Pharmaceutical Services.

- 3.2** PCS may facilitate the technical connection between the Customer and a Care Home through the PCS platform. PCS does not arrange, and is not a party to, the commercial relationship between the Customer and any Care Home incl. data protection arrangement between the parties. The Customer is responsible for arranging its own agreement with each Care Home for the Pharmaceutical Services.
- 3.3** A Care Home may select, and may change, its Supplying Pharmacy at its own discretion. Where a Care Home changes its Supplying Pharmacy, it shall provide 30 days' prior written notice to PCS, and PCS shall reconfigure the relevant connection in the Camascope Pharmacy Services accordingly. The Customer acknowledges that, following such a change, the Customer's connection to that Care Home through the Camascope Pharmacy Services will cease.
- 3.4** Customer shall provide reasonable assistance to enable an orderly hand-over of the relevant Individuals' data on a change of Supplying Pharmacy, in accordance with the data-protection terms of the MSA and applicable law.

4 Clinical and dispensing responsibility

- 4.1** The Camascope Pharmacy Services incorporate a Clinical Database supplied by FDB. The Customer acknowledges that the information inside the Camascope Pharmacy Services is compiled based upon information provided by third-party sources which PCS does not independently verify as a matter of course, and PCS gives no warranty as to the accuracy or completeness of such data.
- 4.2** All clinical validation, prescription processing and dispensing decisions remain the sole responsibility of the Customer and its Responsible Pharmacist. Any clinical-validation or alerting functionality within the Camascope Pharmacy Services is intended to support, and not to replace, the professional judgment of a suitably qualified person.
- 4.3** The Customer and any of its personnel who are registered pharmacists, or are otherwise legally authorised to prescribe, dispense or supply medicines, shall be fully responsible and liable for any use they make of the Camascope Pharmacy Services, and PCS shall not, in any circumstances, be liable for any loss or damage arising out of clinical, dispensing or supply decisions made in using the Services.

5 Data protection and patient data

- 5.1** As between the parties, the Customer is the controller or processor of the Individuals' data processed through the Camascope Pharmacy Services, and PCS (or its group) acts as processor or sub-processor, in accordance with the DPA (as defined in the MSA).
- 5.2** The Customer acknowledges and agrees that, as part of the provision of the Camascope Pharmacy Services, Customer Data (including Individuals' data) will be transferred via the PCS platform to Care Homes and other organisations as selected by the Customer. The Customer is responsible for ensuring it has all necessary consents, authorisations and lawful bases for such processing and transfer.
- 5.3** The Customer shall retain patient, prescription and dispensing records for the periods required by applicable NHS and pharmacy law and regulation, and shall not rely on the Camascope Pharmacy Services as its sole record-retention mechanism.

6 Regulatory compliance

- 6.1** The Customer warrants that it holds, and shall maintain throughout the subscription term, all registrations, licences, permissions and NHS/ODS status required to operate as a pharmacy and to provide the Pharmaceutical Services, including registration with the General Pharmaceutical Council (or equivalent regulator).
- 6.2** The Customer shall ensure that all dispensing, supply and clinical-validation activities are carried out by, or under the supervision of, a Responsible Pharmacist, and in accordance with all applicable laws, professional standards and NHS requirements.
- 6.3** The Customer shall handle medicines recalls, safety alerts and incident reporting (including to the MHRA where applicable) in accordance with applicable law, and shall not rely on the Camascope Pharmacy Services alone for that purpose.

7 Interoperability and Non-PCS Applications

- 7.1** Camascope Portal may integrate with PMR Systems and other third-party or NHS systems. Each such system is a Non-PCS Application, and the MSA provisions relating to Non-PCS Applications apply. The

Customer is responsible for obtaining and maintaining any rights, licences and access necessary to use such systems with the Camascope Pharmacy Services.

8 Customer's obligations

8.1 The Customer shall:

- 8.1.1** co-operate with PCS in all matters relating to the Devices and the Camascope Pharmacy Services;
- 8.1.2** ensure that all clinical validation, prescription processing, dispensing and supply decisions are made by, or under the supervision of, a Responsible Pharmacist and are not delegated to the Camascope Pharmacy Services;
- 8.1.3** ensure that all new and existing Customer personnel who will use the Camascope Pharmacy Services have completed the required training upon using the Camascope Pharmacy Services;
- 8.1.4** act on low stock prompts, missing entry warnings and stock-take prompts;
- 8.1.5** keep any back-up Devices, where applicable, updated with the latest version of the Camascope Pharmacy Services and charged so that they can be deployed promptly;
- 8.1.6** handle medicines recalls, safety alerts and incident reporting in accordance with applicable law; and
- 8.1.7** report any issues relating to the Camascope Pharmacy Services or the Devices to PCS promptly using the procedures and policies communicated to the Customer.

9 Mobile App and App Terms

- 9.1 Acknowledgement and flow-down.** The Mobile App may be subject to separate end-user terms referenced in the applicable app store or accepted by each User in the application (the “**App Terms**”). The Customer shall procure that each of its Users complies with the App Terms, and shall be responsible for any User’s breach of the App Terms and the MSA, consistent with the Customer’s obligations under the MSA.
- 9.2 Precedence for Customer Data and data protection.** Notwithstanding the App Terms, all Individuals’ data and any other Customer Data processed via the Mobile App for Customer’s Users is Customer Data under the MSA and is processed solely in accordance with the data processing terms of the MSA.
- 9.3 Liability and changes.** As between PCS and the Customer, the liability and limitation provisions of the MSA govern the Camascope eMar Services (including Mobile App use), and the App Terms shall not operate to vary that allocation.