



PRODUCT ADDENDUM

CarePilot – IQ (Beta)

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If Customer purchases the selected products outlined below, this product addendum (the “**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 “CarePilot – IQ (Beta)” (the “**CarePilot Services**”):

1.1 Definitions.

1.1.1 “Content” means the data and its representation and visualization to which the Customer (or the Users) has access through the CarePilot Services comprising the modules developed by PCS, e.g. data used for benchmarking, excluding Customer Data.

1.2 Product Limitation Disclaimer. The Content and CarePilot Services are intended for use as an operational decision support tool and shall be provided by PCS without any intentional bias. Customer shall not take the Content and Care Pilot Services as definitive guide to operational decision making. Instead, the use of CarePilot Services and Content provides quality indicator and benchmarking data visualisations for Customers to infer trends of care quality performance (the “**Insights**”). Customer shall use its professional judgement, caution and human element before acting upon the Insights. PCS PROVIDES THE CONTENT AND INSIGHTS AS IS, AS AVAILABLE AND DOES NOT GUARANTEE ANY SPECIFIC OUTCOME USING THE INSIGHTS, CONTENT OR CAREPILOT SERVICES. PCS DISCLAIMS ALL LIABILITY FOR THE INSIGHTS, AND THEIR USE EXCEPT FOR PCS’S OBLIGATION TO PROVIDE THE CONTENT WITHOUT ANY INTENTIONAL BIAS.

1.3 Reservation of Deletion. PCS reserves the right to delete, move and edit any Content.

1.4 Ownership of Content. PCS and its Affiliates reserve all of their right, title and interest in and to the Content, including all of its related IPR. No rights are granted to Customer hereunder other than as expressly set forth in this Addendum and the MSA.

1.5 Downloadable Content. Certain Content can be downloaded by Customer from CarePilot Services and used offline (the “**Downloadable Content**”). PCS grants Customer a worldwide, perpetual, non-exclusive, non-transferable, royalty-free license to use Downloadable Content solely for Customer’s internal business purposes.

1.6 Indemnification. The Subscription Service definition shall include Content for the purpose of the Section 11 of the MSA (Indemnification).

1.7 Support of CarePilot Services. As a free add-on and as a part of the beta offering of CarePilot Services, PCS shall make commercially reasonable efforts to provide to Customer extensive support services including implementation and training for the CarePilot Services to understand and interpret the Content and its Customer Data. The intent is to support Customer in identifying courses of action to improve care quality outcomes. Such support is provided as is and as available and can be stopped by PCS in its sole discretion.

1.8 Beta services. Customer understands that the CarePilot Services are still in beta version. Therefore, they are subject to change (positive or detrimental) with no notice and accordingly Sections 14.2 (Innovation) and 10.2 (Warranties) shall not apply to the CarePilot Services.