

Master Service Agreement

1. Agreement

This is an agreement made between Genie Solutions Pty Ltd ABN 25 086 370 130 (**Genie Solutions**) and the medical practice or medical administration office (the **Practice**):

- (a) listed in the Quotation (the **Practice**); and or
- (b) subscribed to, or trialling, use the Software.

2. Service

Genie Solutions will provide the Practice with access to the Software, and the Practice will use the Software, in accordance with this agreement.

3. Term and acceptance

This agreement commences on the Commencement Date and continues until terminated in accordance with this agreement. The Practice will be deemed to accept the terms of the agreement on the earlier of:

- (a) when the Practice executes the Quotation; or
- (b) when the Practice otherwise indicates their acceptance of the terms of agreement in writing; or
- (c) when the Practice accesses and uses the Software.

4. Use of the Software

4.1 User enrolment

- (a) The Practice may authorise its Staff to access the Software by following the User enrolment process in the Software to create User Credentials.
- (b) The Practice must ensure that only its Staff have User Credentials and must immediately disable access by any person who is no longer authorised to access the Software.

4.2 Use of the Software

- (a) The Practice must use the Software solely for the internal business purposes of the Practice. The Practice will not:
 - (i) use or permit the Users to use the Software for the benefit of anyone other than the Practice;
 - (ii) authorise or facilitate use of the Software by persons other than Users; or
 - (iii) use the Software for the storage of Data unrelated to the Practice
- (b) The Practice must not copy, reproduce, merge, modify, translate, reverse engineer, decompile, disassemble, or create derivative works based on the Software, either directly or indirectly, or allow any third party to do so.

4.3 Compliance

- (a) The Practice agrees:
 - to comply with applicable laws and the Use Policies in using the Software, the

support services, and providing the Data; and

- (i) to use data storage and the Software support services in a reasonable manner and within reasonable limits.
- (b) The Practice is responsible for the acts and omissions of Users. Users must comply with the Practice's obligations in this agreement (except to pay fees). Where this agreement seeks to impose an obligation on a User, the Practice will ensure that the User performs that obligation.

4.4 Technology solutions

The Practice is responsible for:

- (a) providing and maintaining hardware, software, operating systems, internet access, firewalls and virus protection software and other services needed to access and support the Software; and
- (b) ensuring that such information technology solutions meet the minimum specifications published by Genie Solutions from time to time.

5. Data migration

Where specified in the Quotation, Genie Solutions will provide reasonable technical assistance to the Practice to migrate the Practice's existing structured electronic Data to the Software. Genie Solutions will provide this assistance using reasonable skill and care. The Practice is solely responsible for the accuracy, quality and completeness of the Data to be migrated and subsequently migrated.

6. Support services

- (a) Genie Solutions will use reasonable endeavours to provide support services for the Software remotely in the form of:
 - (i) technical support by phone, and other communication channels at Genie Solutions discretion, on the use of the Software; and
 - (ii) the Documentation.
- (b) Genie Solutions will use reasonable endeavours to respond to questions by the end of the next Business Day.
- (c) Genie Solutions may provide training in use of the Software at the cost, location and time nominated by Genie Solutions.
- (d) The Practice acknowledges Genie Solutions has no obligation to provide the Practice with support services for Excluded Support Items and the Practice releases Genie Solutions from all liability in respect of any advice and support provided for Excluded Support Items.
- (e) If Genie Solutions reasonably determines that the Practices usage of the support services is

excessive and or unreasonable, and the Practice fails to reduce its use of support services after notice to the Practice, Genie Solutions may at its discretion, charge reasonable fees for the additional support services provided at Genie Solution's current rates.

7. Fees

7.1 Software fees

- (a) The fees for the Software are specified in the Quotation (or if not specified in the Quotation, at Genie Solutions' then current rates), subject to change under clause 7.6. The fees may include any initial and or up front costs, and are based on:
- (i) the number and type of licenses on the Billing Date; and
 - (ii) the number and type of Advanced Extras the Practice chooses to use.
- (b) The first fee is due on the Commencement Date. Subsequent ongoing access fees are due in accordance with the subscription method elected by the Practice in the Quotation in advance on each Billing Date.

7.2 Data migration fees

The fees for data migration services are specified in the Quotation (or if not specified in the Quotation, at Genie Solutions' then current rates).

7.3 Training fees

The fees for training are at Genie Solutions' then current rates (if not specified in the Quotation). Genie Solutions will inform the Practice if additional expenses apply prior to the training. If the Practice re-schedules or cancels the training, the Practice agrees to reimburse Genie Solutions reasonable expenses incurred.

7.4 Invoicing and payment

- (a) Genie Solutions may invoice the Practice for fees and expenses due under this agreement in accordance with the subscription method elected in the Quotation. The Practice will pay invoiced amounts in accordance with the payment terms of the invoice, without set-off or deduction, by any method Genie Solutions reasonably requires.
- (b) If the Practice terminates this agreement under clause 11.2, the Practice is not entitled to a refund of the fees paid for use of the Software in advance after the date of termination.

7.5 GST

The fees and expenses under this agreement exclude GST (unless expressly stated to include GST). Therefore, the total invoiced amount will be fees and expenses plus GST.

7.6 Fee adjustment

- (a) Genie Solutions may from time to time increase the fees under this agreement at its

sole discretion with 30 days' notice to reflect the costs to Genie Solutions of providing the Software, product development and enhancements, and other commercial considerations.

- (b) After any fee increase, the Practice may terminate this agreement under clause 11.2 within 2 months of the notice of the fee increase. If the Practice terminates the agreement, it is not required to pay the difference between the increased fees and the fees applying prior to the increase.

8. Intellectual property

8.1 Ownership

The Intellectual Property Rights in the Software (and material used to provide the Software such as software, text, images, video, audio and data), and Genie Solution's products and services, are owned by or licensed to Genie Solutions. Intellectual Property Rights created by or on behalf of Genie Solutions in the course of this agreement (other than in the Practice Data) vest in Genie Solutions.

8.2 Infringement

- (a) Genie Solutions indemnifies the Practice against damages or costs awarded against the Practice arising from Genie Solutions' negligence resulting in an infringement of a third party's Intellectual Property Rights. This clause does not apply to Practice Data or Third Party Data.
- (b) If a third-party claim that the Practice's use of the Software infringes that party's Intellectual Property Rights is upheld, Genie Solutions may:
- (i) modify the Software so that it no longer infringes; or
 - (ii) obtain the right for the Practice to continue to use the affected part of the Software; or
 - (iii) suspend or terminate the Practice's use of the Software or the affected parts if Genie Solutions believes that the above options are not commercially reasonable.
- (c) If the Practice becomes aware of any suspected, alleged or actual infringement of Intellectual Property Rights supplied by the Software, the Practice will:
- (i) notify Genie Solutions immediately;
 - (ii) permit Genie Solutions to have sole control of the conduct of any claim covered by this clause; and
 - (iii) provide all assistance reasonably requested by Genie Solutions in relation to the claim.

9. Data

party's rights (including Intellectual Property Rights in the Practice Data).

9.1 Data ownership

The Practice and or Practitioner own the Practice Data that the Practice and or Practitioner transmits through or uploads to the Software, and is solely responsible for the accuracy, legality and quality of all Practice Data that it uploads, inputs and or transfers to Genie Solutions.

9.2 Data rights

- (a) The Practice, and each User, grant Genie Solutions and its subcontractors:
- (i) the right to Use the Practice Data to perform its obligations under this agreement, and for the purposes set out in the Privacy Policy, including to provide the Software to the Practice and migrate any Data pursuant to clause 5;
 - (ii) the right to Use Personal Information of patients from the Practice Data to create De-Identified Data; and
 - (iii) a non-exclusive irrevocable perpetual licence to Use De-Identified Data and User Analytics for the Approved Purposes.
- (b) The Practice acknowledges:
- (i) the Practice Data may contain Personal Information (including Sensitive Information and Health Information); and
 - (ii) use of the Software may involve the transfer, storage and processing of Practice Data on Genie Solution's Australian cloud based infrastructure and platforms and the Practice consents to the transfer, storage, and processing of Practice Data on Genie Solutions Australian based cloud service platform for the purposes of providing the Software to the Practice.
- (c) The Practice warrants that:
- (i) it will provide any necessary notifications and has obtained any necessary consents and authorisations required, including from all Users of the Software, in order to lawfully provide and licence the Practice Data (including any Personal, Sensitive or Health Information contained therein) to Genie Solutions and for Genie Solutions and its subcontractors to Use the Practice Data and User Analytics in accordance with this agreement (and will provide reasonable evidence to Genie Solutions on request); and
 - (ii) the acts of Genie Solutions in accordance with this agreement will not infringe any laws or any third

9.3 Privacy

Each party acknowledges that it has obligations under and must comply with the Privacy Act to ensure that its collection, use disclosure and storage of Personal Information complies with the Australian Privacy Principles (**APPs**) and agrees to comply with the Privacy Act, the APP's and the Privacy Policy in the course of this agreement.

10. Confidentiality

Each party must not use or disclose the other party's Confidential Information to any person (other than in accordance with clause 9.2), except:

- (a) to its Staff, professional advisors and auditors on a 'need to know' basis provided those persons first agree to observe the confidentiality of the information;
- (b) with the other party's prior written consent;
- (c) if required by law or any stock exchange; or
- (d) if it is in the public domain, other than as a result of a breach of this agreement.

11. Termination

11.1 Termination for cause

Either party may terminate this agreement with immediate effect by notice if:

- (a) The other party has breached this agreement and where the breach is capable of being remedied, has failed to remedy the breach within 14 days of being requested to do so by notice; or
- (b) an Insolvency Event occurs in respect of the other party.

11.2 Termination without cause

Either party may terminate this agreement by providing 30 days' notice to the other party.

11.3 Effect of termination

- (a) From the date of termination Genie Solutions will cease to provide the Software to the Practice and the Practice must cease using the Software. Genie Solutions will grant the Practice access to view pre-existing Data, in a format reasonably determined by Genie Solutions.
- (b) Termination of this agreement does not affect the operation of clauses 8, 9, 10, 11, 12, and 14 or any rights or remedies already accrued to either party under, or in respect of any breach of, this agreement.

12. Clinical and business considerations

12.1 The Software is only a tool

- (a) The Practice acknowledges the Software is designed as a tool to assist in the

management of information relevant to certain types of medical practice in Australia and it is not intended to be used, or to be used, as a diagnostic or advisory service, or in international health sectors.

- (b) Genie Solutions does not warrant that the Practice or its Users will achieve any clinical results using the Software. The Practice acknowledges and agrees that if there are errors in the Practice Data that is input into the Software or Third Party Data accessed through the Software, there may be errors in the results produced by the use of the Software.
- (c) The Practice and Users are solely responsible for:
 - (i) determining whether the Software or information generated by it is accurate, current, complete and sufficient for the purposes of the Practice and Users; and
 - (ii) all clinical and business decisions in the operation their practice.
- (d) The Practice must ensure that clinical components of the Software are used only by qualified medical practitioners as an aid in the clinical management of patients. The Software does not negate, or substitute for, the need for the Practice and Users to exercise medical skill and judgement.

13. Third party applications and Third Party Data

13.1 Third party applications

The Software may include integration or interfaces, including Advanced Extras, which enable Users to access third party applications, services and content (**Third Party Applications**). The Practice acknowledges that Third Party Applications may:

- (a) be delivered as a software as a service model;
- (b) only be available for installation when the PMS can connect to cloud based infrastructure and platforms; and
- (c) be updated at any time.

The Practice's use of the Third Party Applications may be governed by and subject to additional terms and conditions and the Practice may need to enter into a licence agreement directly with the third party.

The Practice acknowledges and agrees that Genie Solutions is not responsible for or liable for the availability, behaviour, features, or content of any Third Party Application or for any transaction the Practice may enter into with the provider of any such Third Party Application, nor does Genie Solutions warrant the compatibility or continuing compatibility of the Third Party Application with the Software.

Where the Practice has subscribed to a Third Party Application, the Practice grants Genie Solutions with the right to disclose such Practice Data as necessary

to facilitate the Practice's use of or enablement of the application, and agrees that its use of the Third Party Application may involve the processing or storage of Practice Data to a cloud based platform.

13.2 Third Party Data

The Practice acknowledges and agrees that:

- (a) Genie Solutions may provide access to certain Third Party Data through the Software, which may be subject to additional terms of use.
- (b) Genie Solutions does not create the Third Party Data and does not independently review or validate it.
- (c) Third Party Data may contain errors, may not be complete, current, suitable or sufficient for use by the Users.
- (d) Genie Solutions has no liability to the Practice in connection with the Third-Party Data and disclaims all warranties or representations about the Third Party Data including that the Third Party Data is accurate, complete, current, suitable or sufficient.

13.3 Integrations

- (a) The Practice acknowledges and agrees that Genie Solutions may:
 - (i) use an API platform and other integration methods to connect with, share, transfer and transmit Data and information with relevant parties; and
 - (ii) transmit Data including eligible claims on behalf of the Practice including via a Provider Digital Access (PRODA) account, to facilitate Government Online Health Provider Services for the Practice.
- (b) The Practice agrees to:
 - (i) comply with the PRODA terms and conditions at <https://proda.humanservices.gov.au/pia/pages/public/registration/account/createAccount.jsf> when accessing and using Government Online Health Provider Services for the Practice.
 - (ii) indemnify Genie Solutions from and against any claim, loss, liability or expense (including Consequential Loss) arising out of, or connected with the Practice and its Users access and use of the Government Online Health Provider Services.

13.4 Acknowledgement

The Practice acknowledges that electronic transmissions may be insecure, can be corrupted or intercepted, may not be delivered and may contain viruses and that Genie Solutions is not responsible for any loss suffered in connection with the use, access or transmission of Data to or by Third Party Applications.

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14. Liability

14.1 Limitation of liability

Except as set out in clause 14.2, Genie Solutions' liability for breach of this agreement, or in tort (including negligence) or for any other common law or statutory cause of action:

- (a) excludes any Consequential Loss; and
- (b) is limited to the total amount of the fees paid by the Practice under this agreement in the 12 months preceding the event giving rise to the liability.

14.2 Implied terms and consumer guarantees

To the extent permitted by law, any term, condition or warranty which would otherwise be implied into this agreement is excluded. Genie Solutions' aggregate liability for any breach of the guarantee or term is limited at its option to supplying the services again or paying the cost of having the services supplied again.

14.3 Indemnity

The Practice indemnifies Genie Solutions, its related bodies corporate and their respective Staff (**those indemnified**) from and against any loss (including reasonable legal costs and expenses), damage, expense or liability incurred by any of those indemnified, where such loss, damage, expense or liability arose out of, in connection with, or in respect to:

- (a) a breach of this agreement, or negligence relevant to this agreement, by the Practice or Users;
- (b) Genie Solutions' acts or omissions in connection with the Practice Data in accordance with this agreement; and
- (c) the Practice or a User's use of or reliance on the Software.

The Practice's liability to indemnify Genie Solutions under this clause 14.3 will be reduced proportionally to the extent that Genie Solutions' breach of this agreement or negligence caused the loss, damage, expense or liability.

15. General

15.1 Amendments

Genie Solutions may amend these terms and conditions from time to time by no less than 30 days notice to the Practice. The amended terms and conditions will apply to this agreement from the date set out in the notice unless the Practice notifies Genie Solutions that it wishes to terminate the agreement pursuant to clause 11.

15.2 Assignment

The rights and interests under this agreement are specific to the Practice and may not be assigned without Genie Solutions prior written consent. Genie Solutions may assign, transfer or licence its rights under this agreement at any time.

15.3 Entire agreement

This agreement constitutes the entire agreement between Genie Solutions and the Practice in relation to its subject matter and supersedes all prior discussions, terms and agreements. The Practice acknowledges that it has not relied on any term, condition, representation, warranty, matter or statement in entering into this agreement other than as set out in this agreement.

15.4 Events beyond control

A party is not liable for delay or failure to perform an obligation to the extent that is due to an event beyond its reasonable control. A party must promptly act to mitigate or avoid the impact of the event. However, this clause does not oblige Genie Solutions to take any action to mitigate or avoid the impact of the event where the event is caused or contributed to be an internet outage.

15.5 Governing law

This agreement is governed by and construed in accordance with the law of Queensland. The parties submit to the jurisdiction of the courts of Queensland.

15.6 Interpretation

In this agreement,

- (a) headings are for convenience only and do not affect interpretation; and
- unless the context otherwise requires:
- (b) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
 - (c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;
 - (d) words importing the singular include the plural and vice versa;
 - (e) to the extent of any inconsistency between the terms in this document and another part of this agreement, the terms in this document prevail; and
 - (f) **includes** in any form is not a word of limitation.

15.7 Notices

Each notice, consent, or other communication in relation to this agreement:

- (a) must be in writing;
- (b) must be addressed to the party to whom it is to be given (addressee) at the address or email address notified by the addressee;
- (c) may be delivered by hand, posted by prepaid post or sent by email; and
- (d) is taken to be received by the addressee:
 - (i) on the third Business Day after the date of posting;

- (ii) in the case of delivery by email, at the time the email is sent (provided the sender has not received notice that the email was not delivered); and
- (iii) in the case of delivery by hand, on delivery.

15.8 Subcontracting

Genie Solutions may subcontract its obligations under this agreement.

15.9 Waiver

The failure by a party to enforce a provision of this agreement will not be interpreted as a waiver unless expressly waived in writing. A waiver of a specific breach of a term of this agreement does not constitute a waiver in respect of any subsequent breach of that term or of any other term.

GENTU SPECIFIC TERMS

Where the PMS is Gentu, clause 16 applies

16. Gentu additional terms

16.1 Availability

- (a) Genie Solutions will use reasonable endeavours to make the Software available at all times.
- (b) Genie Solutions may temporarily suspend the Software for the purpose of planned maintenance or upgrade notified in advance or without notice in the event that emergency maintenance is required.
- (c) The Practice acknowledges and agrees that:
 - (i) the Software will not be accessible at times during which the Practice cannot connect to the internet;
 - (ii) accessing the Software carries inherent security risks;
 - (iii) response and performance times for the Software may vary;
 - (iv) it is responsible for having a contingency plan for any unexpected emergencies or incidents; and
 - (v) Genie Solutions is not liable for any loss that the Practice suffers in connection with its inability to use the Software due to internet connection, security risks, and slow response times.

16.2 Changes to the Software

The Software is delivered using a software-as-a-service model which relies on customers sharing infrastructure and applications. The Practice acknowledges and agrees that the service will be delivered using a common version of the underlying software application. Accordingly, Genie Solutions may change, add or remove functions or other aspects of the Software at any time (Service Update). The Practice cannot opt out of a Service

Update. This agreement continues to apply in all respects to Service Updates.

16.3 Security of Practice Data

Genie Solutions will adhere to good industry practice in relation to data security and the prevention of data loss and retain regular backup copies of the Software database.

16.4 Return of Practice Data

Genie Solutions will retain the Practice Data for a minimum of 90 days after termination of this agreement. On the written request of the Practice, Genie Solutions will make the Practice Data available for export. After the expiry of the retention period, Genie Solutions will take reasonable steps to delete the Practice Data from Genie Solutions' systems within a reasonable timeframe and the Practice will not be able to recover it after that. This clause does not limit or apply to the rights granted to Genie Solutions under clause 9.2(a).

GENIE SPECIFIC TERMS

Where the PMS is Genie, clause 17 applies

17. Genie additional terms

17.1 Delivery and installation

- (a) Genie Solutions will deliver and install the PMS to the Practice at a date specified by Genie Solutions.
- (b) The Practice must provide Genie Solutions and its agents with reasonable assistance and access, including the provision of personnel and facilities, to ensure satisfactory installation of the PMS.

17.2 4D Multi Users Software

The Practice may require 4D Multi Users Software in order to operate the PMS. If the 4D Multi Users Software is required, the Practice agrees that:

- (a) it will not use the 4D Multi Users Software for any purpose outside the scope of the PMS; and;
- (b) it must comply with any 4D Multi Users Additional Terms notified to the Practice from time to time.

17.3 Updates and new releases

- (a) Genie Solutions may, at its discretion, provide updates or new releases in relation to the PMS, including to meet regulatory requirements.
- (b) Where Genie Solutions provides an update or new release to the PMS:
 - (i) Genie Solutions will deliver it to the Practice at no additional charge;
 - (ii) It is the Practice's responsibility to install it, but Genie Solutions may do so if the Practice requests and agrees

to pay Genie Solutions its costs of doing so at its current service rate;

- (iii) this agreement will continue to apply in all respects to the update or new release which shall be deemed to be the Software for the purpose of this agreement; and
 - (iv) the Practice must deal with all copies of the original PMS in accordance with Genie Solutions directions.
- (c) Where the Practice is on a superseded version of the PMS which Genie Solutions decides to no longer maintain or support, Genie Solutions may direct the Practice to update to a current version of the PMS.
- (d) If the Practice fails to update the PMS within 30 days of Genie Solutions request in accordance with clause 17.3(c), Genie Solutions will notify the Practice the Software is no longer maintained and is an Excluded Support Item. This does not effect the Practices obligation to continue to pay the Software fees pursuant to clause 7.1 of the agreement.

17.4 Security

The Practice is solely responsible for the use, supervision, management and control of the Software, and ensuring that the Software is protected at all times from any form of unauthorised use.

17.5 Data back ups

- (a) The Practice is solely responsible:
 - (i) for the proper storage of all Practice Data; and
 - (ii) ensuring that data backups are functional and that Practice Data can be recovered if required.
- (b) The Practice acknowledges that it is responsible for:
 - (i) performing regular daily backups of data;
 - (ii) keeping multiple backups of several sets of Practice Data;
 - (iii) storing the backup medium at a place other than the Practice site; and
 - (iv) having a contingency plan for any unexpected emergencies or incidents.
- (c) Genie Solutions is not responsible for:
 - (i) the ongoing functions of backup hardware and software, whether supplied by Genie Solutions or not; or
 - (ii) the direct or indirect commercial or clinical consequences of inadequate backup.

18. Definitions

In this agreement:

Advanced Extras means application features which are integrated with the PMS and can be installed, activated and used through the PMS at the option of the Practice.

Agreement means this document, the Quotation and any other document incorporated by reference.

Approved Purposes means:

- (a) to perform Genie Solutions' obligations under this agreement;
- (b) to identify trends, patterns and insights in Data collected by Genie Solutions;
- (c) to provide the Practice, Genie Solutions' customers and industry with benchmarking and best practice Data, services and advice;
- (d) to evaluate, improve and develop Genie Solutions products and services;
- (e) the internal business purposes of Genie Solutions; and
- (f) the purposes set out in the Privacy Policy.

Billing Date means:

- (a) Where the Practice has elected for a monthly subscription, the same day in each month as the day of the Commencement Date. For example, if the Commencement Date is the 6th of June, the billing date is the 6th of each month; or
- (b) Where the Practice has elected for an annual subscription, the same day in each year as the day of the Commencement Date. For example, if the Commencement Date is the 6th of June 2020, the billing date is the 6th of June each year.

Business Day means a day that is not a weekend or a gazetted public holiday in Brisbane.

Commencement Date means the date when the Practice first accesses the Software.

Confidential Information means all Data disclosed or communicated to the Practice or Genie Solutions arising from this agreement which:

- (a) is of a confidential nature;
- (b) is designated as confidential by the disclosing party;
- (c) the recipient party knows or ought to know is confidential; or
- (d) is Data concerning the Quotation, commercial terms provided to the Practice for the Software, the business, assets, liabilities, financial position, patients, customers, pricing policies, marketing strategies or proposed business plans of the other party.

Consequential Loss means any loss or damage which is:

- (a) incidental, consequential, special, exemplary, punitive or indirect;
- (b) a loss of revenue, profits, anticipated savings, production, goodwill, credit, reputation, interest, opportunity;
- (c) not a natural or immediate consequence of a breach; or
- (d) a result of a claim by a third party (except as covered by the indemnity in clause 8.2(a)).

Data means any data in any form whether tangible or not and whether visible or not including information, documents, text, images, video, audio or other data.

De-Identified Data means Practice Data which has been de-identified in accordance with:

- (a) clause 9.2(a)(ii);
- (b) the Privacy Act;
- (c) industry standards; and

does not identify the individual and or Practice and there is no reasonable likelihood of re-identification.

Documentation means documentation which helps Users understand how to use the Software.

Excluded Support Items means support related to:

- (a) Any Third Party Applications or Third Party Data;
- (b) Non-Genie Solutions information and communication technology solutions;
- (c) Practice hardware (including printers and scanners);
- (d) A superseded version of Genie no longer maintained by Genie Solutions in accordance with clause 17.3(c); and
- (e) Recovery of data, or the correction of any errors or defects, caused by:
 - the operation of the Software in any manner other than as specified by Genie Solutions;
 - a failure to install and use any standard upgrade or new version of the Software;
 - the Practice's breach of this agreement; and
 - a failure to follow instructions reasonably provided by Genie Solutions.

Government Online Health Provider Services means Australian Government online services for Practitioners including but not limited to Medicare Online (ECLIPSE, DVA, AIR), Health Identifiers Services, Australian Immunisation Register, Pharmaceutical Benefits Scheme, and My Health Record.

Health Information has the meaning given in the Privacy Act.

Intellectual Property Rights includes all present and future rights in relation to copyright, trademarks, designs, patents, circuit layouts, trade, business, domain or company names, trade secret, confidential or other proprietary rights, or any rights to registration

of such rights whether created before or after the date of this agreement, and whether existing in Australia or otherwise. These rights include all rights in all applications to register these rights; all renewals and extensions of these rights; and all rights in the nature of these rights.

Insolvency Event means anything that reasonably indicates that there is a significant risk that the person is or will become unable to pay its debts as they fall due.

Personal Information means 'personal information' as defined in the Privacy Act, where included in Practice Data.

PMS means the medical practice management system software made available by Genie Solutions to the Practice (namely, either Genie or Gentu, as elected by the Practice in the Quotation)

Practice Data means information residing on the Software, customer or third party systems, to which Genie Solutions is provided access to for the purpose of this agreement excluding User Analytics.

Practitioner means a User who practices under a relevant law as a health practitioner, including a medical practitioner.

Privacy Act means the Privacy Act 1988 (Cth).

Privacy Policy means the privacy policy at <https://www.geniesolutionssoftware.com.au/privacy-policy/ as updated from time to time>.

Quotation means the agreed Software quotation provided to the Practice and acceptance form confirming the details of the Software and services the Practice wishes to subscribe to.

Sensitive Information has the meaning given in the Privacy Act.

Software means:

- the PMS; and
- any Advanced Extras developed, owned or licensed by Genie Solutions and subscribed to by the Practice.

Staff means directors, officers, employees, agents and contractors who are performing work for that party.

Third Party Data means Data provided by third parties and made available through the Software. It may include, source or reference data, including, but is not limited to, Integrated Medicine Information, MIMS Prescribing Information, the Medicare Schedule, ICD10 and ICPC2 Plus codes, AMA Fee List and Private Health Fund schedules.

Use means collect, use, host, store, transmit, copy, reproduce, modify, adapt, merge with other Data or materials, disclose, distribute and otherwise make available.

Use Policies means the relevant conditions and policies (as updated from time to time) relating to the use of the Software published by Genie Solutions or notified by Genie Solutions to the Practice or Users.

User means a Practitioner or member of Staff of the Practice authorised by the Practice to use the Software under this agreement.

User Analytics means Data relating to Users and the Practice in relation to their use of the Software.

User Credential means a user name,password, code or other item used by Genie Solutions to secure the Software.

4D Multi Users Software includes 4D applications Servers, 4D Clients, 4D Write, View and Draw for Server and related expansion packs, 4DD Web Extension for 4D Server including any product upgrades supplied by the third party owner.