

RxScan SaaS Master Software Subscription and Services Agreement

Welcome, it is our policy to start every new relationship with an agreement that spells out what you can expect from us, and what we can expect from you. In our experience, this approach fosters good relations and avoids misunderstandings.

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS OR BY RETURNING A SIGNED ORIGINAL OF THIS AGREEMENT TO RxScan, YOU AGREE WITHOUT MODIFICATION TO THE FOLLOWING SaaS MASTER SOFTWARE SUBSCRIPTION and SERVICES AGREEMENT (THE "**AGREEMENT**") GOVERNING YOUR USE OF RXSCAN'S ONLINE SERVICES SUCH AS BUT NOT LIMITED TO; Drugsample.org, RxScanMatrix.com, RxScanPI.com, T3Rx.com (the RXSCAN T3 Repository) AND RXSCAN EXCHANGE (THE "**SERVICES**") INCLUDING THEIR OFFLINE COMPONENTS. THIS AGREEMENT WILL BE EFFECTIVE AS OF THE DATE YOU CLICK THE "I ACCEPT" BUTTON, SIGN THE AGREEMENT OR THE DATE YOU BEGIN USING ANY SERVICE, WHICHEVER IS EARLIER (THE "**EFFECTIVE DATE**").

IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (THE "**CLIENT**"), YOU REPRESENT AND WARRANT THAT YOU (i) HAVE THE AUTHORITY TO BIND SUCH ENTITY TO THESE TERMS AND CONDITIONS, IN WHICH CASE THE TERMS "**YOU**" OR "**YOUR**" SHALL REFER TO SUCH ENTITY; (ii) THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; AND (iii) THAT YOU AGREE, ON BEHALF OF THE PARTY THAT YOU REPRESENT, TO THIS AGREEMENT. IF YOU DO NOT HAVE SUCH LEGAL AUTHORITY, OR IF YOU DO NOT AGREE WITH THIS AGREEMENT, YOU MUST SELECT THE "I DECLINE" BUTTON AND MAY NOT USE THE SERVICE.

RxScan will provide you with access to the SERVICES via a website portal (the "WEBSITE"). This AGREEMENT sets forth what you can expect from the SERVICES, and what your obligations are with respect to the SERVICES. Your registration for or use of the SERVICES shall be deemed to be your acceptance without modification to abide by this AGREEMENT, including any materials available on the SERVICES website incorporated by reference herein, such as RxScan's privacy and security policies. For capitalized terms not defined in the body of this AGREEMENT, a Definitions section is included at the end of this AGREEMENT.

1. Nature of the Service

1.1 The SERVICES hosted by RxScan may consist of web based Software as a Service (SaaS) applications assisting in; inventory management, e-commerce of medications and supplies, DSCSA Title II medication track and trace information, etc. It may also include other services, software or consultation as may be added from time to time.

1.2 The SERVICES collect information such as, but not exclusively: patient, medication, health care provider, date dispensed data, supplier, DSCSA Title II track & trace information, purchase orders, sales, loaning and borrowing of medications, supplier catalog, etc. The SERVICES provide for real-time reports on such things as; current item inventory, patient dispensing and administration history, purchase orders, supplier pricing, etc.

1.3 Although the SERVICES are being hosted by RxScan, certain interfaces developed by RxScan (The "Interfaces") may be loaded on the CLIENT's servers. Subject to CLIENT'S compliance with the terms and conditions of this AGREEMENT, CLIENT shall have the right to install, operate, have operated, use, have used and access the Interfaces for its internal business purposes but only to the extent such Interfaces are used to interoperate with the SERVICES or other RxScan software. For the avoidance of doubt, the Interfaces are included within the definition of the SERVICES, but the Interfaces may be subject to additional license fees.

1.4 To improve our ability to serve you, RxScan may make modifications, improvements, deletions, or amendments to the SERVICES at any time they deem appropriate. Any and all relevant portions of this AGREEMENT will apply automatically to all modifications, improvements, deletions, and/or amendments as they appear.

2. Privacy & Security; Disclosure

2.1 The SERVICE's privacy and security policies may be viewed at the appropriate website and are incorporated herein by this reference. Because the SERVICES are in the healthcare industry, special attention is paid to privacy issues. The purpose of the privacy policy is to identify the information the SERVICES may collect about you, describe the uses the SERVICES may make of your information and the security measures the SERVICES take to protect it. RxScan reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. When Users initially log in, they may be asked whether or not they wish to receive e-mail marketing and other non-critical service-related communications from the SERVICES from time to time. Users may opt out of receiving such communications at that time or at any subsequent time by changing their preference under User Setup. Note that because the SERVICES are often a hosted, online application, the SERVICES occasionally may need to notify all users of the SERVICES (whether or not they have opted out as described above) of important announcements regarding the operation of the SERVICES.

3. License Grant & Restrictions

3.1 The SERVICES are licensed and not sold. RxScan hereby grants you a non-exclusive, non-transferable, restricted right to use the SERVICES subscribed to, solely for your own internal business purposes, subject to the terms and conditions of this AGREEMENT. All rights not expressly granted to you are reserved by RxScan and its licensors. You may permit specific Users to use the

SERVICES, provided such Users are within the scope of your specific license and have a unique username and password.

3.2 CLIENT shall require all third party service providers to whom CLIENT grants access to the SERVICES to comply in writing with the terms of this AGREEMENT governing use of the SERVICES. CLIENT shall be fully responsible for any failure of such parties to comply with the terms of this AGREEMENT.

3.3 You may not access the SERVICES if you are a direct competitor of THE SERVICES, except with RxScan's prior written consent. In addition, you may not access the SERVICES for purposes of monitoring its availability, performance or functionality, or for any other benchmarking or competitive purposes.

3.4 You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the SERVICES or the Content in any way, other than to your Users as set forth above; (ii) modify or make derivative works of the SERVICES or the Content; (iii) create externally-available Internet links to the SERVICES or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the SERVICES in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the SERVICES, or (c) copy any ideas, features, functions or graphics of the SERVICES. User licenses cannot be shared or used by more than one individual User but may be reassigned from time to time to new Users who are replacing former Users who have terminated employment or otherwise changed job status or function and no longer use the SERVICES.

3.5 You may use the SERVICES only for your internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages in violation of applicable laws; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy rights; (iii) send or store material containing software viruses, worms, Trojan horses or other harmful computer code, files, scripts, agents or programs; (iv) interfere with or disrupt the integrity or performance of the SERVICES or the data contained therein; or (v) attempt to gain unauthorized access to the SERVICES or its related systems or networks.

3.6 You grant RxScan and all other persons or entities involved in the operation of the Service the right to transmit, monitor, retrieve, store, and use your information and the Customer Data in connection with the operation of the SERVICES. RxScan cannot and does not assume any responsibility or liability for any information you submit, or your, a User's or third parties' use or misuse of information transmitted or received using The SERVICES tools and services.

4. General

4.1 The SERVICES are based in Lewis Center, Ohio, in the United States of America. RxScan makes no claims that The SERVICES and the Content are

appropriate or may be used outside of the United States. If you access the SERVICES websites from outside the United States, you do so at your own risk and are responsible for compliance with the laws of the applicable jurisdiction(s).

4.2 The provisions of the AGREEMENT survive the expiration or termination of this AGREEMENT for any reason whatsoever: Limitation of Liability, Mutual Indemnification, Disclaimer of Warranties, and General.

4.3 You acknowledge and agree that the provisions, disclosures and disclaimers set forth in the AGREEMENT are fair and reasonable and your agreement to follow and be bound by them is not the result of fraud, duress, or undue influence exercised upon by you by any person or entity.

5. Your Responsibilities

5.1 You are responsible for all activity occurring under your User accounts and you and your Users shall abide by all applicable local, state, national and foreign laws and regulations in connection with your use of the SERVICES, including those related to data privacy, communications and the transmission of technical, medical or personal data.

5.2 You must promptly notify RxScan of any breach of security related to the SERVICES. You shall: (i) notify RxScan immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to RxScan immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by you or your Users; (iii) to the extent permitted by law, alert RxScan if you receive a subpoena or other legal information request that requires information from the SERVICES and/or User accounts; and (iv) at RxScan's request, promptly suspend or terminate any User account or License Administrator's access to the SERVICES in response to a violation of any applicable AGREEMENT provision or policy by a User or License Administrator.

6. Passwords

6.1 The SERVICES have tools that allow you to record and store information. You are responsible for taking all reasonable steps to ensure that no unauthorized person shall have access to your or any User's passwords or accounts. It is your sole responsibility to (1) control the dissemination and use of activation codes and passwords; (2) authorize, monitor, and control access to and use of your or any User's account and password; and (3) promptly inform RxScan of any need to deactivate a password. To help ensure the security of passwords and accounts, each User should sign out from such User's account at the end of each session, regardless of any automatic session log out technology that may be in use by the SERVICES.

6.2 You shall not access or attempt to access any protected, secure, or non-public areas of the SERVICES, except with the authorization of RxScan.

7. Usability

7.1 You are using the SERVICES at your own risk and you are responsible for verifying its suitability for your needs. Use of the SERVICES does not guarantee a particular result or compliance with applicable law.

8. The SERVICES Do Not Provide Medical Advice

8.1 The contents of the SERVICES website, such as text, graphics, images and information obtained from RxScan's licensors, and other material contained on the SERVICES websites ("**Content**") are for informational purposes only. The Content is not intended to be a substitute for professional medical advice, diagnosis, or treatment. RxScan does not recommend or endorse any specific drugs, tests, healthcare providers, products, procedures, opinions, or other information that may be mentioned on the SERVICES. Reliance on any information provided by the SERVICES, RxScan employees, or anyone else posting Content on the SERVICES, is solely at your own risk.

9. CLIENT Data

9.1 You, not RxScan, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all CLIENT Data, and RxScan shall not be responsible or liable for any deletion, destruction or loss of, or any correction or damage to, or any failure to store, any CLIENT Data. RxScan may use aggregate or other non-patient identifiable data for research and as a means to financially support RxScan. In the event this AGREEMENT is terminated (other than by reason of CLIENT's breach), RxScan will make available to you a file of the CLIENT Data within 30 days of termination if you so request at the time of termination. RxScan reserves the right to withhold, remove and/or discard CLIENT Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use CLIENT Data immediately ceases, and RxScan shall have no obligation to maintain or forward any CLIENT Data.

10. Intellectual Property Ownership and Confidentiality

10.1 RxScan alone (and its licensors, where applicable) owns and shall own all right, title and interest, including all related Intellectual Property Rights, in and to RxScan Technology, the Content and the SERVICES and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any User relating to the SERVICES. This AGREEMENT does not constitute a sale and does not convey to you any rights of ownership in or related to the SERVICES, RxScan Technology or the Intellectual Property Rights owned by RxScan or any other RxScan technology. RxScan's names and logos, the RxScan name and logos, Brand Features found on the SERVICES, and the product names associated with the SERVICES (collectively called the "**Marks**") are trademarks of RxScan or third parties, and no right or license is granted to use

them. All other trademarks, logos, service marks, Brand Features, product names, and company names used with the SERVICES are the property of their respective owners. Under no circumstances should anything appearing on the SERVICES be construed as granting by implication, estoppel or otherwise, any form of license or authorization to use, reproduce, or distribute the Marks displayed on the SERVICES. Licenses to use RxScan's Marks appearing on the SERVICES may be obtained via RxScan's prior written consent, which may be withheld in RxScan's discretion. Permission to use Brand Features must be obtained by the owner of such Brand Features. Misuse of Marks or any Content is strictly prohibited. You agree to abide by any and all trademark and service mark notices, information, or restrictions contained on the SERVICES. Any copied or downloaded content must retain all copyright, trademark and service mark notices. RxScan will strictly enforce its Intellectual Property Rights under applicable laws.

10.2 Except as expressly allowed by RxScan, any Brand Features, RxScan trade names or marks, copyright, or other proprietary notices, legends, symbols, or labels appearing on or in the SERVICES may not be removed or altered. Once you begin using the SERVICES, you agree that RxScan may disclose the fact that you are a customer. You grant to RxScan a limited, nonexclusive and nonsublicensable license during the term of this AGREEMENT to display your name and logo(s) on RxScan advertisements. You may revoke the license granted herein to use your name and logo(s) upon providing RxScan with written notice thereof and a reasonable period of time to cease such usage.

10.3 Both parties acknowledge that each is the owner of valuable trade secrets and other confidential information, and that they license certain of such information from others. Such materials include, but are not be limited to, CLIENT Property, RxScan Property and other computer code, technical and business information regarding either party's Inventions or products, technical procedures, research and development methods and results, confidential financial information, marketing and business plans, and customer lists (all such information referred to herein as "Confidential Information"). Both parties acknowledge that, in performing under this AGREEMENT, each may have access to Confidential Information of the other and may have password access to secure functions and facilities provided by the other. The parties agree that the disclosure of such Confidential Information would irreparably harm the party whose information is disclosed. Therefore, each party shall, during the term of this AGREEMENT and thereafter, take all steps reasonably necessary to hold in trust and confidence and to protect from disclosure to the public or to third parties Confidential Information of the other to the same extent and in the same manner that it protects its own Confidential Information or as it requires others to protect its confidential information, whichever is more stringent. CLIENT agrees to inform its employees and Users who will have access to or use of the SERVICES or other RxScan Property of the confidentiality of the same. CLIENT shall fully cooperate with RxScan in the enforcement of any of its rights that are violated by CLIENT, CLIENT employees or other Users, or by any other third party whose violation was enabled by CLIENT or an User.

10.4 The parties acknowledge that they have exchanged confidential information prior to signing this AGREEMENT in discussing the applicability of the Software to CLIENT's needs. The parties affirm that the confidentiality provisions in this AGREEMENT apply to all Confidential Information exchanged by them prior to the actual signing of the AGREEMENT. The following shall not be considered Confidential Information for purposes of this AGREEMENT: (a) Information which is or becomes in the public domain through no fault or act of the receiving party; (b) Information which was independently developed by the receiving party without the use of or reliance on the disclosing party's Confidential Information; or (c) Information which was provided to the receiving party by a third party under no duty of confidentiality to the disclosing party. If either party receives a subpoena or other validly issued administrative or judicial process demanding Confidential Information of the other party, such party shall promptly notify the other of such receipt and tender to it the defense of such demand. After providing such notification, the party receiving the subpoena shall be entitled to comply with such subpoena or other process to the extent permitted by law.

10.5 The parties agree that the disclosure of any of the foregoing Confidential Information by either party shall give rise to irreparable injury to the owner of the Confidential Information, inadequately compensable in monetary damages. Accordingly, the non-disclosing party may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies which may be available.

11. Use of Content, Rights and Title

11.1 RxScan authorizes you to view or download a single copy of the material on the SERVICES website solely for your personal, noncommercial use if you include all copyright and proprietary rights notices that are contained in the Content. Any special rules for the use of certain software and other items accessible on the SERVICES websites may be included elsewhere within the website and are incorporated into this AGREEMENT by reference. The Content is protected by copyright under applicable laws. Title to the Content remains with RxScan or its licensors. Any use of the Content not expressly permitted by this AGREEMENT is a material breach of this AGREEMENT and may violate copyright and other laws. Content and features of the SERVICES are subject to change or termination without notice in the discretion of RxScan. All rights not expressly granted herein are reserved to RxScan and its licensors. If this AGREEMENT terminates because of your breach of any provision of this AGREEMENT, your permission to use the Content automatically terminates and you must immediately destroy any copies you have made of any portion of the Content.

11.2 CLIENT shall not: (a) copy, display, distribute, or otherwise use the Software (or its documentation), in any manner or for any purpose not expressly authorized by the license right granted in this Agreement; (b) modify or create a derivative work of any part of the Software or documentation; (c) reverse

engineer, decompile, or otherwise attempt to derive the source code for the SERVICES or any underlying algorithms, user interface techniques, or other ideas embodied in the SERVICES; (d) tamper with, or attempt to circumvent or disable, any license key (this includes, for example, resetting the CPU time in order to extend the license term or using a false host ID number or additional virtualized copy(ies) of the host ID number to enable unauthorized copies of a license key); (e) distribute any copy of the SERVICES (or documentation) except as expressly allowed by the license right stated above, or allow anyone other than Users, except as expressly allowed by this Agreement, to have access to or use (such as in a timesharing, service bureau, or application service provider model) the SERVICES; (f) use the SERVICES or its output to create, modify, or simulate designs for third parties or to develop or enhance any product that competes with the SERVICES or other RxScan product; (g) disclose results of any benchmarking tests of the SERVICES (whether or not the results were obtained with assistance from RxScan) to any third party without RxScan's prior written consent; or (h) use the SERVICES in the development of any product if the failure or malfunction of that product could reasonably be expected to result in personal injury, death or catastrophic loss.

11.3 All rights, title, and interests in and to any deliverables under a SOW, and any patentable, copyrightable, or non-copyrightable ideas, invention, work of authorship (including products, computer programs, software, and related documentation), formula, device, improvement, method, process, or discovery (collectively, "Inventions") generated or developed by RxScan as part of the SERVICES and deliverables under this Agreement and/or any SOW is and remains RxScan's property. RxScan does not assign to CLIENT any of RxScan's rights, title, and interests in and to any Inventions, other than the license terms set forth herein or in the SOW. CLIENT must execute all applications for, and assignments of, licenses, patents, or interests therein reasonably required by RxScan and must cooperate and assist RxScan in the filing and pursuit of such. Inventions shall not include CLIENT's preexisting proprietary information, its know-how, project tools, templates, and methodologies it uses for performance under a SOW.

11.4 RxScan owns and shall own all right, title and interest, including all related intellectual property rights, in and to the Software and other RxScan technology and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by CLIENT or any End User relating to the Software.

11.5 CLIENT hereby permits RxScan to list CLIENT's name on RxScan's customer lists (printed or web based) and to republish any approved CLIENT quotes regarding the Software, provided such lists or publishing are accurate and not misleading. CLIENT agrees to serve as a customer reference. Any press releases or white paper publications mentioning CLIENT's name require the advance written approval of CLIENT, which shall not be unreasonably withheld. Otherwise, RxScan shall not use the name or any tradename, trademark, trade device, service mark, symbol or any abbreviation, contraction or simulation thereof of

CLIENT in any advertising, promotional literature, customer list or any other material, whether in written, electronic or other form, without obtaining specific prior written approval of CLIENT in each instance. RxScan shall not otherwise represent, directly or indirectly, that any product or service provided by RxScan has been approved or endorsed by CLIENT. A breach of this Section shall be considered a breach of a material obligation.

12. Third Party Interactions

12.1 During use of the SERVICES, you may enter into correspondence with, purchase goods and/or services from, or participate in promotions of advertisers or sponsors showing their goods and/or services through the SERVICES. Any such activity and any terms, conditions, warranties or representations associated with such activity is solely between you and the applicable third party. RxScan and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. RxScan does not endorse any sites, products or services that are linked through the SERVICES. RxScan provides these links to you only as a matter of convenience, and in no event shall RxScan or its licensors be responsible for any content, products, or other materials on or available from such sites. RxScan provides access to you pursuant to the terms and conditions of this AGREEMENT. You recognize, however, that certain third-party providers of ancillary software, hardware, services, or products may require your agreement to additional or different license or other terms prior to your use of or access to such software, hardware, services or products.

13. Solicitation of Employees

13.1 RxScan services are provided to CLIENT at great expense incurred by RxScan. In consideration thereof, during the Term of this AGREEMENT and for the one (1) year period immediately following the period for which a RxScan employee last performed services for or had contact with the CLIENT under this AGREEMENT, CLIENT shall not, directly or indirectly, for itself, or on behalf of any other person, firm, corporation or other entity, whether as principal, agent, employee, stockholder, partner, member, officer, director, sole proprietor, or otherwise, solicit, participate in or promote the solicitation of any RxScan employees to leave the employment of RxScan, or hire or engage such employee without the express written consent of RxScan. If CLIENT fails to obtain the express written consent of RxScan to hire the RxScan employee, either directly or indirectly, within the one (1) year period immediately following the period for which such RxScan employee last performed services for or had contact with the CLIENT under this Agreement, the CLIENT will pay RxScan, as liquidated damages and not as a penalty, an amount equal to 150% of such employee's first year salary. This provision shall not prohibit the hiring of any person who responded to general solicitations, including but not limited to, job postings published in newspapers, trade publications or on websites that did not target that person directly.

14. Independent Contractor

14.1 It is expressly understood and agreed that the RxScan employees who perform services shall be and remain RxScan's employees and are not to be considered or directed by CLIENT as CLIENT's employees or agents. All RxScan employees or subcontractors who are assigned to perform services at any CLIENT owned or leased facility shall be considered an employee of RxScan only and will not be considered an agent or employee of CLIENT for any purpose.

14.2 RxScan is performing services hereunder as an independent contractor and not as an agent, partner or employee of CLIENT. RxScan shall have the exclusive right of supervision and control over its employees. RxScan will be solely responsible for payment of all compensation owed to its employees, including all applicable federal, state and local employment taxes and will make deductions for all taxes and withholdings required by law. In no event will any RxScan employee be eligible for or entitled to any benefits of CLIENT.

15. Fees, Billing and Renewal

15.1 CLIENT's right to use the SERVICES is conditioned upon the timely payment of the full amount of fees due according to the terms of this AGREEMENT and/or any attached Statement of Work (SOW).

15.2 The initial charges for your use of the SERVICES will be equal to the current number of total licenses requested multiplied by the license fee currently in effect. The SERVICES charge and collect fees in advance for use of the SERVICES. License plans may be individual Users or unique medication storage locations or other arrangements depending on the subscription plan you order and is specified in the Order Form. Payments may be made annually, monthly, or quarterly, consistent with the initial subscription term of this AGREEMENT ("**Initial Term**"), or as otherwise mutually agreed upon. RxScan will automatically renew and bill your credit card or issue an invoice to you (a) every month for monthly licenses, (b) every quarter for quarterly licenses, (c) each year on the subsequent anniversary for annual licenses, or (d) as otherwise mutually agreed upon. All payment obligations are non-cancelable and all amounts paid are nonrefundable. If you cancel your subscription during your Initial Term or renewal term you will not receive a refund for that term. You are responsible for paying for all User licenses ordered for the entire term, whether or not such User licenses are actively used. You must provide RxScan with complete and accurate billing and contact information. This information includes your legal company name, street address, e-mail address, and name and telephone number of an authorized billing contact and License Administrator. You agree to update this information within 30 days of any change to it.

15.3 The minimum length of the Initial Term is five years. Unless otherwise agreed, your term is automatically renewed for successive one year periods following your Initial Term period. You are responsible for all associated fees

until notice of cancellation is received by RxScan at least 30 days before the renewal date. The annual license invoice will be equal to the then-current number of total User licenses multiplied by the license fee in effect during the prior annual license period, unless RxScan have given you at least 30 days prior written notice of a fee increase, which shall be effective upon the anniversary for the annual license of this AGREEMENT and thereafter. Fees for other services will be charged on an as-quoted basis. RxScan's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and you shall be responsible for payment of all such taxes, levies, or duties, excluding only taxes based solely on RxScan's income. All payments shall be made in U.S. Dollars. If you believe your bill is incorrect, you must contact us in writing within 15 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

16. Adding Licenses

16.1 An authorized License Administrator may add User licenses by executing an additional written Order Form or using the Online Order Center. Added licenses will be subject to the following terms: (i) added licenses will be coterminous with the preexisting term (either Initial Term or renewal term); (ii) the license fee for the added licenses will be same as the current term's license fee; and (iii) licenses added during a billing month will be charged in full for that billing month.

17. Non-Payment and Suspension

17.1 In addition to any other rights granted to RxScan herein, RxScan reserves the right to suspend or terminate this AGREEMENT and your access to the SERVICES if you fail to pay fees when due. Past due invoices are subject to interest of 1.5% per month, or the maximum rate permitted by law, whichever is less, plus all expenses of collection. You will continue to be charged for license fees during any period of suspension. If you or RxScan initiates termination of this AGREEMENT, you will be obligated to pay the balance due on your account computed in accordance with Section 15 above. You agree that RxScan may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

17.2 RxScan reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the SERVICES. You agree and acknowledge that RxScan have no obligation to retain Customer Data other than as expressly set forth herein and that such Customer Data may be irretrievably deleted if your account is 30 days or more delinquent.

18. Termination upon Expiration/Reduction in Number of Licenses

18.1 This AGREEMENT commences on the Effective Date and renews as set forth in Section 15. The Initial Term is a minimum of five years, which can be extended if you elect during the online subscription process or as otherwise mutually agreed

upon, commencing on the Effective Date. You may terminate this AGREEMENT or reduce the number of licenses, effective only upon the expiration of the then current term, by notifying RxScan in writing at least sixty (60) business days prior to the renewal date of this AGREEMENT (unless you terminate this AGREEMENT pursuant to Section 28.1). In the case of free trials, notifications provided through the SERVICES indicating the remaining number of days in the free trial shall constitute notice of termination.

18.2 In the event this AGREEMENT is terminated (other than by reason of your breach), RxScan will make available to you a file of the CLIENT Data within 60 days of termination if you so request at the time of termination and the data was not generated during a free trial. You agree and acknowledge that RxScan has no obligation to retain the CLIENT Data, and may delete such CLIENT Data, more than 30 days after termination.

19. Termination for Cause

19.1 Any breach of your payment obligations or unauthorized use of the SERVICES technology or service will be deemed a material breach of this AGREEMENT . RxScan in its sole discretion may terminate your password, account or use of the SERVICES if you breach or otherwise fail to comply with this AGREEMENT . In addition, RxScan may terminate a free account at any time in its sole discretion upon returning Customer Data to you. You agree and acknowledge that RxScan has no obligation to retain any Customer Data, and may delete such Customer Data, if you have materially breached this AGREEMENT , including but not limited to failure to pay outstanding fees, and such breach has not been cured within 30 days of notice of such breach.

20. Representations & Warranties

20.1 Each party represents and warrants that it has the legal power and authority to enter into this AGREEMENT. RxScan represents and warrants that it will provide the SERVICES in a manner consistent with the terms of this Agreement and with general industry standards reasonably applicable to the provision thereof. You represent and warrant that you have not falsely identified yourself nor provided any false information to gain access to the SERVICES and that your billing information is correct.

21. Mutual Indemnification

21.1 You shall defend and indemnify and hold the RxScan, and its licensors, affiliates, officers, directors, employees, licensors, suppliers and agents harmless from and against any and all claims, actions or demands, costs, damages, losses, liabilities, expenses and settlements (including attorneys' fees and costs) arising out of, alleged to result from, or in connection with: (i) a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; (ii) a claim, which if true, would constitute a violation by you of any of your representations and warranties; or (iii) a claim

arising from the breach by you or your Users of this AGREEMENT, provided in any such case that RxScan (a) gives written notice of the claim promptly to you; (b) give you sole control of the defense and settlement of the claim (provided that you may not settle or defend any claim unless you unconditionally release RxScan of all liability and such settlement does not affect RxScan's business or service); (c) provides to you all available information and reasonable assistance; and (d) has not materially compromised or settled such claim.

21.2 RxScan shall defend and indemnify and hold you and your affiliates, officers, directors, employees and agents harmless from and against any and all claims, actions or demands, costs, damages, losses, liabilities, expenses and settlements (including attorneys' fees and costs) arising out of, alleged to result from, or in connection with: (i) a claim alleging that the SERVICES directly infringes a U.S. copyright, patent issued as of the Effective Date, or trademark of a third party; (ii) a claim, which if true, would constitute a violation by RxScan of any of their representations or warranties; or (iii) a claim arising from breach of this AGREEMENT by RxScan; provided that you (a) promptly give written notice of the claim to RxScan; (b) give RxScan sole control of the defense and settlement of the claim (provided that RxScan may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to RxScan all available information and reasonable assistance; and (d) have not materially compromised or settled such claim. RxScan shall have no indemnification obligation, and you shall indemnify RxScan, for infringement claims arising from the combination of the SERVICES with any of your or a third party's products, service, hardware or business process(s).

22. Disclaimer of Warranties

22.1 Other than as expressly set forth in in this AGREEMENT, RxScan and its licensors make no representation, warranty, or guaranty as to the reliability, timeliness, quality, suitability, truth, availability, accuracy or completeness of the service or any content. RxScan and its licensors do not represent or warrant that (a) the use of the SERVICES will be secure, timely, uninterrupted or error-free or operate in combination with any other hardware, software, system or data, (b) the SERVICES will meet your requirements or expectations, (c) any stored data will be accurate or reliable, (d) the quality of any products, services, information, or other material purchased or obtained by you through the SERVICES will meet your requirements or expectations, (e) errors or defects will be corrected, or (f) the SERVICES or the server(s) that make the SERVICES available are free of viruses or other harmful components. The SERVICES and all content is provided to you strictly on an "as is" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement, are hereby disclaimed to the maximum extent permitted by applicable law by RxScan and their licensors.

23. Internet Delays

23.1 The SERVICES may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. RxScan is not responsible for any delays, delivery failures, or other damage resulting from such problems.

23.2 Force Majeure. Neither party will be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its control, including and without limitation: strikes, lockouts, or other industrial disturbances; civil disturbances; fires; acts of God; acts of a public enemy; compliance with any regulations, order, or requirement of any governmental body or agency; or inability to obtain transportation or necessary materials in the open market.

24. Limitation of Liability

24.1 IN NO EVENT SHALL RXSCAN'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY YOU IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY (A) INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES, OR (B) LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE, ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, INCLUDING BUT NOT LIMITED TO THE USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY INTERRUPTION, INACCURACY, ERROR OR OMISSION, REGARDLESS OF CAUSE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

25. Additional Rights

25.1 Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to you.

26. Export Control

26.1 RxScan provides services and uses software and technology that may be subject to United States export controls administered by U.S. governmental agencies. You agree to comply with all applicable laws when using the SERVICES. If you use the SERVICES from outside the United States of America, you are solely responsible for compliance with all applicable laws, including without limitation export and import regulations of other countries.

27. Notice

27.1 RxScan may give notice to you by means of a general notice on the Service, electronic mail to your e-mail address on record in the SERVICES' account information, or by written communication sent by first class mail to your address on record in the SERVICES' account information. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing (if sent by first class mail), 12 hours after sending (if sent by email) or immediately upon posting to the SERVICES. You may give notice to RxScan (such notice shall be deemed given when received by RxScan) at any time by any of the following: letter sent by confirmed facsimile to RxScan at (740) 548-1745; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to RxScan, 8851 Whitney Drive, Lewis Center, Ohio 43035, addressed to the attention of: Chief Financial officer.

28. Modifications to This AGREEMENT

28.1 If you have clicked "I Accept" button to execution this AGREEMENT, RxScan reserves the right to modify the terms and conditions of this AGREEMENT or its policies relating to the SERVICES at any time, effective upon posting of an updated version of this AGREEMENT on the SERVICES. You are responsible for regularly reviewing this AGREEMENT. Continued use of the SERVICES after any such changes shall constitute your consent to such changes. If you reject such changes, your sole remedy shall be to terminate this AGREEMENT and receive a pro-rated portion of collected but unearned fees as a refund.

29. Assignment; Change in Control

29.1 This AGREEMENT may not be assigned by you without the prior written approval of RxScan but may be assigned without your consent by RxScan to (i) a parent or subsidiary, (ii) an acquirer of RxScan's assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void. Any actual or proposed change in control of you that results or would result in a direct competitor of the SERVICES directly or indirectly owning or controlling any part of you shall entitle RxScan to terminate this AGREEMENT for cause immediately upon written notice.

30. U.S. Government Users

30.1 If you are affiliated with the U.S. government, then you should know that the SERVICES and documentation thereon are "commercial items," as that term is defined in 48 C.F.R. 2.101 (October 1995), consisting of "commercial computer software" and "commercial computer software documentation," as such terms are used in 48 C.F.R. 12.212 (September 1995). Consistent with 48 C.F.R. 12.212 and 48 C.F.R. 227.7202-1 through 27.7202-4 (June 1995), all U.S. government

Users use the SERVICES and documentation with only those rights set forth herein.

31. Choice of Law; Exclusive Jurisdiction; General

31.1 This AGREEMENT shall be governed by state law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction, and any disputes, actions, claims or causes of action arising out of or in connection with this AGREEMENT or the SERVICES shall be subject to the appropriate jurisdiction of the state and federal courts.

31.2 If any term or provision of this AGREEMENT is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect.

31.3 No joint venture, partnership, employment, or agency relationship exists between you and RxScan as a result of this AGREEMENT or use of the SERVICES. The failure of RxScan to enforce any right or provision in this AGREEMENT shall not constitute a waiver of such right or provision unless acknowledged and agreed to by RxScan in writing.

31.4 This AGREEMENT, together with any applicable co-signed Order Form, and other documents specifically incorporated by reference herein, comprises the entire agreement between you and RxScan and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein. No text or information set forth on any other purchase order, preprinted form or document (other than a co-signed Order Form, if applicable) shall add to or vary the terms and conditions of this AGREEMENT.

32. Installation

32.1 Subscriber is responsible for purchasing and installing on local workstations any components of the SERVICES such as;

- A. NDC Translator[®] software
- B. Bar code scanners
- C. Bar Code Scanner stands
- D. Thermal label printers

33. Training

33.1 The initial training is typically done remotely and follows a train the trainer philosophy. Each inventory subscription includes a single training session, for a maximum of three (3) people, lasting for a maximum of 1 hour. A difference in a SOW takes precedence. Additional remote training time may be purchased at a

charge of ninety-five (\$125) dollars per hour. Onsite training is available, contact RxScan for details.

34. Support

34.1 60 minutes of remote technical support is included with each location subscription per year. A difference in a SOW takes precedence. Additional remote technical support may be purchased at a charge of ninety-five (\$150) dollars per hour.

Support is available 9:00 AM to 5:30 PM, Eastern Standard Time, (EST) Monday through Friday.

35. Miscellaneous

35.1 Captions. The section headings in this Agreement are intended solely for convenience of reference and shall be given no effect in the construction or interpretation of this Agreement.

35.2 Non-Restrictive Relationship. RxScan may provide the same or similar services to other clients and CLIENT may utilize other information technology service providers that are competitive with RxScan.

35.3 Amendments. If this Agreement has been executed via signature and not by clicking the "I Accept" button, then this Agreement and the Exhibits may be amended only by an instrument in writing executed by the parties hereto. In all instances, any written work order submitted by CLIENT shall not amend the terms of this Agreement and will only be considered (1) a statement of the work to be performed; (2) set forth any deadlines or schedules; and (3) the additional fees to be charged, if any, for any out of scope work or services stated on the work order.

35.4 OIG Exclusion/Debarment. Each party represents and warrants that it is not (1) excluded from participating in any "Federal health care program" as that phrase is defined in 42 U.S.C. § 1320a-7b(f) ("Excluded"), or (2) debarred, suspended, declared ineligible, or voluntarily excluded by any Federal department or agency (collectively, "Debarred"). In the event that a party, during the Term of this Agreement, is Excluded or Debarred, that party (the "Excluded Party") shall notify the other party (the "Non-Excluded Party") in writing within three (3) business days after such event. Upon the occurrence of such event, whether or not notice is given to the Non-Excluded Party, the Non-Excluded Party may terminate this Agreement immediately upon written notice to the Excluded Party. RxScan further acknowledges and agrees that it is obligated to screen its employees, principals, directors, subcontractors and other vendors against: (a) Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) <http://oig.hhs.gov/fraud/exclusions.asp>; and (b) Government Services Administration (GSA) Excluded Parties List System (EPLS) <https://www.sam.gov/portal/public/SAM/>; and to provide immediate notice to

CLIENT should RxScan or any of its employees, principals, directors, subcontractors or other vendors appear on either the LEIE or the EPLS or otherwise be determined to be ineligible for participation in any federal health care program.

3.5 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

36. Definitions

36.1 As used in this AGREEMENT and in any Order Forms now or hereafter associated herewith: "**Brand Feature(s)**" shall mean the trade names, trademarks, service marks, logos, brand names, domain names, brand descriptions and features, and other distinctive brand elements of a drug company or provider, a drug or pharmaceutical, or any other party or product as described, linked to or listed on the SERVICES; "**Customer Data**" means any data, information or material provided or submitted by you to the SERVICES in the course of using the SERVICES; "**SERVICES Technology**" means all of RxScan's proprietary technology (including software, hardware, products, processes, algorithms, user interfaces, know-how, techniques, designs and other tangible or intangible technical material or information) made available to you by RxScan in providing its services; "**Intellectual Property Rights**" means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world; "**License Administrator(s)**" means those Users designated by you who are authorized to purchase licenses online using the Online Order Center or by executing written Order Forms and to create User accounts and otherwise administer your use of the SERVICES; "**Online Order Center**" means the SERVICES' online application that allows the License Administrator designated by you to, among other things, add additional Users and Locations to the SERVICES; "**Order Form(s)**" means the form evidencing the initial subscription for the SERVICES and any subsequent order forms submitted online or in written form, specifying, among other things, the number of licenses and other services contracted for, the applicable fees, the billing period, and other charges as agreed to between the parties, each such Order Form to be incorporated into and to become a part of this AGREEMENT (in the event of any conflict between the terms of this AGREEMENT and the terms of any such Order Form, the terms of this AGREEMENT shall prevail); "**SERVICES**" means the specific edition of the SERVICES application identified during the ordering process, developed, operated, and maintained by RxScan, accessible via a supplied web address or another designated website or IP address, or ancillary online or offline products and services provided to you by the SERVICES, to which you are being granted access under this AGREEMENT, including RxScan's Technology and the Content; "**User(s)**" and "**End User(s)**" means your employees, representatives, consultants, contractors or agents who are authorized to use the SERVICES and

have been supplied usernames and passwords by you (or by the SERVICES at your request).

ACCEPTANCE

The parties hereto are each acting with proper authority by their respective companies.

Subscribing:

Company Name: _____

Street: _____

City: _____

State: _____

Zip: _____

Phone: _____

Signature: _____

Name: _____

Title: _____

Date: _____

RxScan
8851 Whitney Drive
Lewis Center
Ohio
43015
740-548-1725

Signature: _____

Name: _____

Title: _____

Date: _____