STACK® LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (the "Agreement") is made and entered into as of day noted on signed ORDER FORM by and between STACK, LLC ("Company") with its principal business located at PO Box 15668, Pittsburgh, PA 15244 and CUSTOMER ("Customer") with its principal place of business noted on signed ORDER FORM.

WITNESSETH:

WHEREAS, Company provides business management software for the pharmacy industry ("Software"), and WHEREAS, Company provides curated content ("Content") specific to the pharmacy industry that are used by Software to categorize content uploaded from the Customer, and

WHEREAS, Company agrees to provide the Software and Content to Customer upon execution of this Agreement and completed STACK order form for the software product listed in Exhibit A, subject to and in accordance with the terms, provisions, and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises, including but not limited to the Statements above, without limitation the purchase of the software and components by Customer from Company, the parties, intending to be legally bound, do hereby agree as follows:

1.   Definitions

(a)   "**Authorized Persons**" means Service Provider's employees, contractors, agents, and auditors who have a need to know or otherwise access Protected Information to enable Service Provider to perform its obligations under this Agreement, and who are bound by confidentiality and other obligations sufficient to protect Personal Information in accordance with the terms and conditions of this Agreement.

(b)   "**Protected Information**" means information that Customer provides or for which Customer provides access to Service Provider or information which Service Provider creates or obtains on behalf of Customer, in accordance with this Agreement that: (i) directly or indirectly identifies an individual (including, for example, names, signatures, addresses, telephone numbers, email addresses, and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, employee identification numbers, government-issued identification numbers, passwords or PINs, user identification and account access credentials or passwords, financial account numbers, credit report information, student information, biometric, genetic, health, or health insurance data, answers to security questions, and other personal identifiers), in case of both subclauses (i) and (ii), including Sensitive Personal Information as defined in Section 1(c). Customer's business contact information is not by itself Personal Information.

(c)   "**Sensitive Personal Information**" means as defined under an individual's (i) government-issued identification number, including Social Security number, driver's license number, or state-issued identification number; (ii) financial account number, credit report information, or credit, debit, or other payment cardholder information,

with or without any required security or access code, personal identification number, or password that permits access to the individual's financial account; or (iii) biometric, genetic, health, or health insurance data.

    (d)   **"Data Breach"** (i) any act or omission that materially compromises the security, confidentiality, or integrity of Personal Information or the physical, technical, administrative, or organizational safeguards put in place by Service Provider (or any Authorized Persons), or by Customer should Service Provider have access to Customer's systems, that relate to the protection of the security, confidentiality, or integrity of Personal Information, or (ii) receipt of a complaint in relation to the privacy and data security practices of Service Provider (or any Authorized Persons) or a breach or alleged breach of this Agreement relating to such privacy and data security practices.

2. License Grant

Subject to and conditioned on Licensee's payment of Fees and compliance with all other terms and conditions of this Agreement, Licensor hereby grants to Licensee a non-exclusive, non-sublicensable, and non-transferable license to use the Software and Documentation solely for the Permitted Use during the Term.

The Software may contain technological measures designed to prevent unauthorized or illegal use of the Software. Licensee acknowledges and agrees that: (a) Licensor may use these and other lawful measures to verify Licensee's compliance with the terms of this Agreement and enforce Licensor's rights, including all Intellectual Property Rights, in and to the Software; (b) Licensor may deny any individual access to and/or use of the Software on written notice to Licensee if Licensor, in its sole/reasonable discretion, believes that person's use of the Software would violate any provision of this Agreement, regardless of whether Licensee designated that person as an Authorized User; and (c) Licensor and its Representatives may collect, maintain, process and use diagnostic, technical, usage and related information, including information about Licensee's computers, systems and software, that Licensor may gather periodically to improve the performance of the Software or develop Maintenance Releases. This information will be treated in accordance with Licensor's privacy policy, as amended from time to time.

3. License Restrictions

Except as this Agreement expressly permits Licensee shall not, and shall not permit any other Person to:

    (a)   copy the Software, in whole or in part;

    (b)   modify, correct, adapt, translate, enhance, or otherwise prepare derivative works or improvements of any Software;

    (c)   rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the Software to any third party;

    (d)   reverse engineer, disassemble, decompile, decode, or adapt the Software, or otherwise attempt to derive or gain access to the source code of the Software, in whole or in part;

    (e)   bypass or breach any security device or protection used for or contained in the Software or Documentation;

    (f)   remove, delete, efface, alter, obscure, translate, combine, supplement, or otherwise change any trademarks, terms of the Documentation, warranties, disclaimers, or

Intellectual Property Rights, proprietary rights or other symbols, notices, marks, or serial numbers on or relating to any copy of the Software or Documentation;

    (g)   use the Software in any manner or for any purpose that infringes, misappropriates, or otherwise violates any Intellectual Property Right or other right of any Person, or that violates any applicable Law;

    (h)   use the Software for purposes of: (i) benchmarking or competitive analysis of the Software; (ii) developing, using, or providing a competing software product or service; or (iii) any other purpose that is to Licensor's detriment or commercial disadvantage;

    (i)   use the Software in or in connection with the design, construction, maintenance, operation, or use of any hazardous environments, systems, or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Software could lead to personal injury or severe physical or property damage; or

    (j)   use (i) the Software or Documentation other than for the Permitted Use or in any manner or for any purpose or application not expressly permitted by this Agreement[or (ii) any Open Source Components in any manner or for any purpose or application not expressly permitted by the controlling Open Source License.

4.   <u>Terms and Payment</u>

    (a)   The term of this Agreement shall be outlined below from the effective date on the Company order form and shall renew automatically for additional terms unless Customer submits a written request to cancel the agreement 30 days prior to renewal.

    (b)   Customers who choose to pay monthly are committed to a minimum ninety (90) day term. Canceling the renewal does not change the commitment to pay for the current term. Company may automatically increase subscription fees by up to 5% each year only upon the anniversary date of initial agreement.

    (c)   Customers who choose to pay annually are committed to a minimum one year term. Canceling the renewal does not change the commitment to pay for the current term. Company may automatically increase subscription fees each year upon anniversary date when the Agreement renews by up to 5%.

    (d)   This Agreement is not an exclusive Agreement and either party may contract or enter into arrangements with other parties to provide the same or similar reports provided for in this Agreement, and within the same or similar geographical area.

5.   <u>Subscription Fees</u>

    (a)   Subscription fees and effective dates are set on a Company Order form that is executed by the Customer and Company. Fees will be billed via invoice with payment due upon receipt. With this subscription, customers will have access to Content and will be able to use this Content with the Software, as well as receive new and updated Content and Software during the subscription period.

    (b)   Subscription fees are based on the number of active users Customer has created within the application for access and login capability. Company will have access to identify the current number of active users in the Software at all times for appropriate billing and invoicing purposes. It is the responsibility of Customer to inactivate any users who are no longer employed at their organization to prevent perpetual billing for their service. Price changes will be effective with the next billing

period.

6. <u>Deliverables</u>

    (a)   Company will deliver a runtime only version of the software and components to the Customer. Customers will also receive updates to software and components as they are released by the Company.

    (b)   Company shall not be obligated to deliver requested new components without review and decision of availability.

    (c)   Company will provide support for software and components via email during the hours of 8AM to 5PM Eastern Time as a part of this agreement and will make best efforts to respond as soon as support requests are received. If Customer reports an error in the production version of Software, Company will prioritize the request and work with the Customer to provide a work-around and resolution as soon as possible.

    (d)   As a software as a service (SaaS) solution, Company will be responsible for 100% uptime of servers responsible for management and access to the Software. Company will provide assistance as necessary with installation of locally installed components of Software, as applicable.

Disclaimer. Other than the warranty to provide the Content as set out by this agreement, the Content from the Company is provided "as-is", "as available" and all warranties, express or implied are disclaimed.

7. <u>Intellectual Property Rights and Ownership</u>

Licensee acknowledges and agrees that:

    (a)   the Software and Documentation are licensed, not sold, to Licensee by Licensor and Licensee does not have under or in connection with this Agreement any ownership interest in the Software or Documentation, or in any related Intellectual Property Rights;

    (b)   Licensor is the sole and exclusive owner of all right, title, and interest in and to the Software and Documentation, including all Intellectual Property Rights relating thereto, subject only to the [rights of third parties in Open-Source Components and the limited license granted to Licensee under this Agreement; and

    (c)   Licensee hereby unconditionally and irrevocably assigns to Licensor, or Licensor's designee, its entire right, title, and interest in and to any Intellectual Property Rights that Licensee may now or hereafter have in or relating to the Software or Documentation (including any rights in derivative works or patent improvements relating to either of them), whether held or acquired by operation of law, contract, assignment or otherwise.

8. <u>Licensee Cooperation and Notice of Infringement</u>.

Licensee shall, during the Term:

    (a)   take all commercially reasonable measures to safeguard the Software and Documentation (including all copies thereof) from infringement, misappropriation, theft, misuse, or unauthorized access;

    (b)   at Licensor's expense, take all such steps as Licensor may reasonably require assisting Licensor in maintaining the validity, enforceability and Licensor's ownership of the Intellectual Property Rights in the Software and Documentation;

(c)   promptly notify Licensor in writing if Licensee becomes aware of: (i) any actual or suspected infringement, misappropriation or other violation of Licensor's Intellectual Property Rights in or relating to the Software or Documentation; or (ii) any claim that the Software or Documentation, including any production, use, marketing, sale or other disposition of the Software or Documentation, in whole or in part, infringes, misappropriates or otherwise violates the Intellectual Property Rights or other rights of any Person; and

(d)   at Licensor's sole expense, fully cooperate with and assist Licensor in all reasonable ways in the conduct of any Action by Licensor to prevent or abate any actual or threatened infringement, misappropriation or violation of Licensor's rights in, and to attempt to resolve any Actions relating to, the Software or Documentation, including having Licensee's employees testify when requested and making available for discovery or trial relevant records, papers, information, samples, specimens and the like.

9.   No Implied Rights.

Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel or otherwise, to Licensee or any third party any Intellectual Property Rights or other right, title, or interest in or to any of the Software or Documentation.

10.   Service Provider and Customer Data and PHI Obligations

(a)   Service Provider agrees to:

(i)   comply with the terms and conditions set forth in this Agreement.

(ii)   be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Protected Information under its control or in its possession.

(iii)   not disclose Protected Information to any person other than its Authorized Persons without Customer's prior written consent unless required by applicable law, in which case, Service Provider will use reasonable efforts and to the extent permitted by applicable law notify Customer before such disclosure or as soon thereafter as reasonably possible.
Company will maintain the confidential nature of all patient and Customer information and take reasonable precautions against improper access to files containing such information. Company agrees to adhere to all privacy standards for confidential patient health information (PHI) imposed under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and, if necessary, to amend this Agreement to comply with any subsequent federal statutes or regulations pertaining to confidentiality of PHI.

(iv)   use and disclosure of Personal Information only for the purposes for which Customer provides the Personal Information, or access to it, pursuant to the terms and conditions of this Agreement. Service Provider may aggregate, de-identify, or anonymize Personal Information, and use such aggregated, de-identified, or anonymized data, which shall no longer be considered Personal Information, for its own research and development purposes.

(v)   If, in the course of its performance under this Agreement, Service Provider has access to or will collect, access, use, store, process, dispose of, or disclose credit, debit, or other payment cardholder information on Customer's behalf,

Service Provider will take all reasonable precautions to keep such information safe as the industry deems appropriate.

(b)   Customer agrees to:

    (i)   comply with the terms and conditions set forth in this Agreement. Customer agrees that Company shall have no responsibility for the accuracy of the information created from the Customer's database. Company shall use its reasonable best efforts to ensure the accuracy of curated content uploaded to Software. Company will take responsibility for component discrepancies that are a result of errors in Company content by correcting these errors at no additional cost to the Customer within fifteen (15) days of notification of the error. This includes discrepancies that are a result of changes to the Customer's software. In no case will the responsibility for an individual report discrepancy exceed the commitment to deliver a corrected component.

    (ii)   be responsible for any unauthorized creation, collection, receipt, transmission, access, storage, disposal, use, or disclosure of Personal Information under its control or in its possession.

    (iii)   comply with any applicable laws and regulations and use only secure methods, according to accepted industry standards, when transferring or otherwise making available Personal Information to Service Provider.

    (iv)   treat Service Provider's Information Security Policy, as defined in Section 3(b) as Confidential Information under this Agreement.

    (v)   provide written notice to Service Provider if any information Customer provides to Service Provider under this Agreement contains Protected Information. Service Provider will not be responsible for determining on its own that any information Customer provides under this Agreement qualifies as Protected Information.

11.   Data Breach Procedures

(a)   Service Provider maintains a cyber incident breach response plan, in accordance with accepted industry standards and will implement the procedures required under such a plan on the occurrence of a Data Breach or Security Incident.

(b)   Service Provider will notify Customer of a Data Breach as soon as reasonably practicable, after Service Provider becomes aware of it.

(c)   Immediately following the Service Provider's notification to the Customer of a Data Breach, the parties will coordinate with each other, as necessary, to investigate the Data Breach in accordance with the Service Provider's current Cyber Incident Response Plan.

(d)   Service Provider agrees that it will not inform any third party of any Data Breach without Customer's prior consent, other than to inform a complainant that the matter has been forwarded to Customer's legal counsel or as required by federal and state law.

12.   Indemnification

Each party shall indemnify, defend and hold the other party, its affiliates, licensors, suppliers, directors, employees, agents and representatives harmless from and against any liability, loss, claim and expense, including reasonable attorney's fees, arising out of or related to the indemnifying party's violation of this Agreement.

13. Confidentiality

In connection with this Agreement, each Party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other Party (as the "**Receiving Party**"). "**Confidential Information**" means information in any form or medium (whether oral, written, electronic or other) that:

     (a)   if disclosed in writing or other tangible form or medium, is marked "confidential" or "proprietary"

     (b)   if disclosed orally or in other intangible form or medium, is identified by the Disclosing Party or its Representative as confidential or proprietary when disclosed and summarized and marked "confidential" or "proprietary" in writing by the Disclosing Party or its Representative within 7 days after disclosure or

     (c)   due to the nature of its subject matter or the circumstances surrounding its disclosure, would reasonably be understood to be confidential or proprietary. Without limiting the foregoing:

          i. the Software and Documentation are the Confidential Information of Licensor

Confidential Information does not include information that the Receiving Party can demonstrate by written or other documentary record: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that[, to the Receiving Party's knowledge, was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

14. Protection of Confidential Information.

As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall for the term of this agreement and thereafter:

     (a)   not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

     (b)   except as may be permitted under the terms and conditions not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations; and (iii) are bound by confidentiality and restricted use obligations at least as protective of the Confidential Information as the terms set forth

     (c)   safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its [most/similarly] sensitive information and in no event less than a reasonable degree of care; and

     (d)   promptly notify the Disclosing Party of any unauthorized use or disclosure of Confidential Information and take all reasonable steps/use its best efforts/cooperate with Disclosing Party to prevent further unauthorized use or disclosure; and

     (e)   ensure its Representatives' compliance with and be responsible and liable for any of its Representatives' non-compliance with, the terms of this Section.

15. Termination and Assignment

    (a)   Customer may terminate for material breach of this Agreement upon thirty (30) days written notice, provided the notice sets forth in sufficient detail the basis for termination and provides thirty (30) days from the notice to cure such breach.

    (b)   Customer's rights under this Agreement are not assignable or transferable in whole or in part.

    (c)   All rights to use or distribution of this license terminates at the expiration of the term, unless otherwise stated by the parties or the agreement renews.

16. Return or Disposal of Personal Information.

On the termination or expiration of this Agreement, the Service Provider will promptly return to Customer or securely dispose of all Personal Information in its possession and notify Customer that such Personal Information has been returned to Customer or disposed of securely. If Service Provider is not reasonably able to return or securely dispose of Personal Information, including, but not limited to, Personal Information stored on backup media, Service Provider will continue to protect such Personal Information in accordance with the terms of this Agreement until such time that it can reasonably return or securely dispose of such Personal Information.

17. Jurisdiction

Each party hereby submits to the exclusive jurisdiction of, and waives any venue or other objection against, any courts sitting in the Commonwealth of Pennsylvania, U.S.A., or any Pennsylvania state court in any legal proceeding arising out of or relating to this contract. Each party agrees that all claims and matters may be heard and determined in any such court and each party waives any right to object to such filing on venue, forum non-convenient, or similar grounds. This Agreement shall be governed by and construed in accordance with the laws of the United States of America and of the Commonwealth of Pennsylvania.

This agreement has been entered into in good faith and is the complete and entirety of the agreement of the parties as assigned.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives.

LICENSOR:
STACK, LLC
Jonathan M. Ogurchak
Founder & CEO

LICENSEE:
NOTED ON SIGNED ORDER FORM

EXHIBIT A – SOFTWARE PRODUCTS

The following STACK software products use this license agreement.

❑ STACK for Pharmacy