

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service (SaaS) Agreement (this "**Agreement**"), effective as of the date you agree with the terms and conditions herein (the "**Effective Date**"), by and between **PharmAssess Diagnostics Corp.**, a Federally Incorporated corporation with principal office located in the city of Toronto ("**PharmAssess**" or "**Provider**") and the **Pharmacy** (herein the "**Customer**"). PharmAssess and the Customer may be referred to herein collectively as the "**Parties**" or individually as a "**Party**."

WHEREAS, PharmAssess provides access to the Services to its customers;

AND WHEREAS, the Customer desires to access the Services, and PharmAssess desires to provide the Customer access to the Services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, terms, and conditions set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Definitions.

- (a) "**Aggregated Statistics**" means data and information related to the Customer's use of the Services that is used by PharmAssess in an aggregate and anonymized manner, including to compile statistical and performance information related to the provision and operation of the **Services**.
- (b) "**Authorized User**" means the Customer's employees, consultants, contractors, and agents, such as practicing pharmacists, pharmacy technicians, interns and students(i) who are authorized by the Customer to access and use the Services under the rights granted to the Customer pursuant to this Agreement; and (ii) for whom access to the Services has been purchased hereunder.
- (c) "**Confidential Information**" has the meaning set forth in Section 6.
- (d) "**Customer Data**" means information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of the Customer or an Authorized User through the Services.
- (e) "**Documentation**" means PharmAssess' user manuals, handbooks, and guides relating to the Services provided by PharmAssess to the Customer either electronically or in hard copy form and PharmAssess' end user documentation relating to the Services available at www.pharmassess.ca.
- (f) "**Feedback**" has the meaning set forth in [Section 7\(c\)](#).
- (g) "**Fees**" has the meaning set forth in [Section 5\(a\)](#).
- (h) "**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, provincial, territorial, municipal, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.
- (i) "**Initial Term**" has the meaning set forth in [Section 13\(a\)](#).
- (j) "**Losses**" has the meaning set forth in [Section 9\(a\)\(i\)](#).
- (k) "**Notice**" has the meaning set forth in [Section 14\(c\)](#).
- (l) "**PharmAssess IP**" means the Services, the Documentation, and all registered and unregistered rights granted, applied for, or otherwise now or hereafter in existence under or related to any patent, copyright, trademark, trade secret, database protection, or other intellectual property provided to Customer or any Authorized User in connection with the foregoing. For the avoidance of doubt, PharmAssess' IP includes Aggregated Statistics and any information, data, or other content derived from PharmAssess' monitoring of Customer's access to or use of the Services, but does not include Customer Data.

- (m) **"Renewal Term"** has the meaning set forth in **Section 13(a)**.
- (n) **"Service Suspension"** has the meaning set forth in **Section 2(e)**.
- (o) **"Services"** means the software-as-a-service offering described in this agreement and in the Subscription Plan.
- (p) **"Subscription Plan"** means any service plan set forth and accepted by the Customer upon subscribing for any module, and which describes the Services selected and ordered by the Customer, their corresponding itemized Fees and the applicable Term, as shown in the Pharmacy Owner Account.
- (q) **"Term"** has the meaning set forth in **Section 13(a)**.
- (r) **"Third-Party Claim"** has the meaning set forth in **Section 9(a)(i)**.

2. Access and Use.

- (a) Provision of Access. Subject to and conditioned on Customer's payment of Fees and compliance with the terms and conditions of this Agreement, PharmAssess hereby grants the Customer a non-exclusive, non-transferable (except in compliance with **Section 14(j)**) right to access and use the Services during the Term, solely for use by Authorized Users in accordance with the terms and conditions herein. Such use is limited to the Customer's internal use. PharmAssess shall provide to the Customer the necessary passwords, network links or connections to allow the Customer to access the Services. The total number of Authorized Users will not exceed the number set forth in the Subscription Plan, except as expressly agreed to in writing by the Parties and subject to any appropriate adjustment of the Fees payable hereunder.
- (b) Documentation Licence. Subject to the terms and conditions contained in this Agreement, PharmAssess hereby grants to the Customer a non-exclusive, non-sublicensable, non-transferable (except in compliance with **Section 14(j)**) licence to use the Documentation during the Term solely for Customer's internal business purposes in connection with its use of the Services.
- (c) Use Restrictions. The Customer shall not use the Services for any purposes beyond the scope of the access granted in this Agreement. The Customer shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Services or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Services or Documentation; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Services, in whole or in part; (iv) remove any proprietary notices from the Services or Documentation; or (v) use the Services or Documentation 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.
- (d) Reservation of Rights. PharmAssess reserves all rights not expressly granted to the Customer in this Agreement. Except for the limited rights and licences expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party any intellectual property rights or other right, title, or interest in or to the PharmAssess IP.
- (e) Suspension. Notwithstanding anything to the contrary in this Agreement, PharmAssess may temporarily suspend the Customer's and any Authorized User's access to any portion or all of the Services if: (i) PharmAssess reasonably determines that (A) there is a threat or attack on any of the PharmAssess IP, (B) the Customer's or any Authorized User's use of the PharmAssess IP disrupts or poses a security risk to the PharmAssess IP or to any other customer or vendor of PharmAssess, (C) the Customer, or any Authorized User, is using the PharmAssess IP for fraudulent or illegal activities, (D) subject to applicable Law, the Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding, or (E) PharmAssess' provision of the Services to the Customer or any Authorized User is prohibited by applicable law; (ii) any vendor of PharmAssess has suspended or terminated PharmAssess' access to or use of any third-party services or products required to enable the Customer to access the Services; or (iii) in accordance with **Section 5(a)** (any such suspension described in subclause (i), (ii), or (iii), a **"Service**

Suspension”). PharmAssess shall use commercially reasonable efforts to provide written notice of any Service Suspension to the Customer and to provide updates regarding resumption of access to the Services following any Service Suspension. PharmAssess shall use commercially reasonable efforts to resume providing access to the Services as soon as reasonably possible after the event giving rise to the Service Suspension is cured. PharmAssess will have no liability for any damage, liabilities, losses (including any loss of data or profits), or any other consequences that the Customer or any Authorized User may incur as a result of a Service Suspension.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, PharmAssess may monitor the Customer's use of the Services and collect and compile Aggregated Statistics. As between PharmAssess and the Customer, all right, title, and interest in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by PharmAssess. The Customer acknowledges that PharmAssess may compile Aggregated Statistics based on the Customer's data input into the Services. The Customer agrees that PharmAssess may (i) make Aggregated Statistics publicly available in compliance with applicable Law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable Law; *provided that* such Aggregated Statistics do not identify the Customer or the Customer's Confidential Information.

3. Customer Responsibilities.

(a) General. The Customer is responsible and liable for all uses of the Services and Documentation resulting from access provided by the Customer, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without limiting the generality of the foregoing, the Customer is responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by the Customer will be deemed a breach of this Agreement by the Customer. The Customer shall use all reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Services and shall cause Authorized Users to comply with such provisions.

(b) Third-Party Products. PharmAssess may from time to time make Third-Party Products available to the Customer. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions. If the Customer does not agree to abide by the applicable terms for any such Third-Party Products, then the Customer should not install or use such Third-Party Products.

4. Service Levels and Support.

(a) Service Levels. Subject to the terms and conditions of this Agreement and Subscription Plan, PharmAssess shall use commercially reasonable efforts to make the Services available and respond to and resolve all Support Services requests.

(b) Support. The Services include PharmAssess' standard customer support services, such as identification, diagnosis, and correction of errors by help desk technicians and may include telephone support or online access to technical support (the “**Support Services**”), in accordance with PharmAssess service support schedule then in effect, available from time to time. PharmAssess may amend the support schedule from time to time in its sole discretion. Customer may purchase enhanced support services separately at PharmAssess' then current rates.

(c) Outage & Subscription Interruption. If PharmAssess module(s) become unavailable due to unforeseen circumstances, including but limiting to server outage, which results in the Customer not being able to perform intended activities that the module(s) had been designed for, the PharmAssess shall use commercially reasonable efforts to respond to the support requests within 72h from the time that the PharmAssess received such request(s).

(d) Data Backup. PharmAssess software systems are programmed to perform routine data backups on a weekly basis. PharmAssess may deliver to Customer its then most current backups of Customer Data. The Customer is strongly recommended to maintain regular data backups or redundant data archives. In the event of any loss, alteration, destruction, damage, or corruption of Customer Data caused by the PharmAssess software systems or Services, PharmAssess will, as its sole obligation and liability and as Customer's sole remedy, use commercially reasonable efforts to restore the Customer Data from PharmAssess' then most current backup of such Customer Data.

5. Fees and Payment.

(a) Fees. The Customer shall pay PharmAssess the fees ("**Fees**") as set forth in the Subscription Plan. The Customer shall make all payments hereunder in Canadian dollars on or before the due date set forth in the Subscription Plan. If the Customer fails to make any payment when due, without limiting PharmAssess' other rights and remedies: (i) PharmAssess may charge interest on the past due amount per annum or, if lower, the maximum amount permitted under applicable Law; (ii) the Customer shall reimburse PharmAssess for all reasonable costs incurred by PharmAssess in collecting any late payments or interest; and (iii) if such failure continues for 90 days or more, PharmAssess may suspend the Customer's and its Authorized Users' access to any portion or all of the Services until such amounts are paid in full.

(b) Taxes. All Fees and other amounts payable by the Customer under this Agreement are exclusive of taxes and similar assessments. The Customer is responsible for all harmonized sales tax (HST), provincial sales tax (PST), goods and services tax (GST), value added tax, use and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, provincial, territorial, or local governmental entity on any amounts payable by the Customer hereunder, other than any taxes imposed on PharmAssess' income.

6. Confidential Information.

From time to time during the Term, either Party may disclose or make available to the other Party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, whether or not identified as "confidential" (collectively, "**Confidential Information**"). Confidential Information does not include information that, at the time of disclosure is:

(a) in the public domain;

(b) known to the receiving Party at the time of disclosure;

(c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or

(d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party's Confidential Information to any person or entity, except to the receiving Party's employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, *provided that* the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party's rights under this Agreement, including to make required court filings. On the expiration or termination of the Agreement, the receiving Party shall promptly return to the disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and shall survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership.

(a) PharmAssess' IP. Customer acknowledges that, as between the Customer and PharmAssess, PharmAssess owns all right, title, and interest, including all intellectual property rights, in and to the PharmAssess IP and, with respect to Third-Party Products, the applicable third-party providers own all right, title, and interest, including all intellectual property rights, in and to the Third-Party Products.

(b) Customer Data. PharmAssess acknowledges that, as between PharmAssess and the Customer, the Customer owns all right, title, and interest, including all intellectual property rights, in and to the Customer Data. The Customer hereby grants to PharmAssess a non-exclusive, royalty-free, worldwide licence to reproduce, distribute, and otherwise use and display the Customer Data and perform all acts with respect to the Customer Data as may be necessary for PharmAssess to provide the Services to Customer.

(c) **Feedback.** If the Customer or any of its employees or contractors sends or transmits any communications or materials to PharmAssess by mail, email, telephone, or otherwise, suggesting or recommending changes to the PharmAssess IP, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("**Feedback**"), PharmAssess is free to use such Feedback irrespective of any other obligation or limitation between the Parties governing such Feedback. Customer hereby assigns to PharmAssess on Customer's behalf, and on behalf of its employees, contractors and/or agents, all right, title, and interest in, and PharmAssess is free to use, without any attribution or compensation to any party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although PharmAssess is not required to use any Feedback.

8. Limited Warranty and Warranty Disclaimer.

(a) PharmAssess warrants that the Services will conform in all material respects to the service levels set forth in the Subscription Plan and used in accordance with the Documentation. PharmAssess does not make any representations or guarantees regarding uptime or availability of the Services unless specifically identified in the Subscription Plan. THE FOREGOING WARRANTY DOES NOT APPLY, AND PHARMASSESS STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN **SECTION 8(a)** and (b), THE PHARMASSESS' IP IS PROVIDED "AS IS" AND PHARMASSESS HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PHARMASSESS SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PHARMASSESS MAKES NO WARRANTY OF ANY KIND THAT THE PHARMASSESS IP, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

9. Indemnification.

(a) PharmAssess Indemnification.

- (i) PharmAssess shall indemnify, defend, and hold harmless the Customer from and against any and all losses, damages, liabilities, costs (including reasonable legal fees) ("**Losses**") incurred by the Customer resulting from any third-party claim, suit, action, or proceeding ("**Third-Party Claim**") that the Services, or any use of the Services in accordance with this Agreement, infringes or misappropriates such third party's Canadian intellectual property rights, *provided that* the Customer promptly notifies PharmAssess in writing of the claim, cooperates with PharmAssess, and allows PharmAssess sole authority to control the defense and settlement of such claim.
- (ii) If such a claim is made or appears possible, the Customer agrees to permit PharmAssess, at PharmAssess' sole discretion, to (A) modify or replace the Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for the Customer to continue use. If PharmAssess determines that neither alternative is reasonably available, PharmAssess may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to the Customer.
- (iii) This **Section 9(a)** will not apply to the extent that the alleged infringement arises from: (A) use of the Services in combination with data, software, hardware, equipment, or technology not provided by PharmAssess or authorized by PharmAssess in writing; (B) modifications to the Services not made by PharmAssess; or (C) Customer Data; or (D) Third-Party Products.

(b) Customer Indemnification. The Customer shall indemnify, hold harmless, and, at PharmAssess' option, defend PharmAssess from and against any Losses resulting from any Third-Party Claim that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's Canadian intellectual property rights and any Third-Party Claims based on the Customer's or any Authorized User's (i) negligence or wilful misconduct; (ii) use of the Services in a manner not authorized by this Agreement; (iii) use of the Services in combination with data, software, hardware, equipment or technology not provided by PharmAssess or authorized by PharmAssess in writing; or (iv) modifications to the Services not made by PharmAssess, *provided that* the Customer may not settle any Third-Party Claim against PharmAssess unless PharmAssess consents to such settlement, and *further provided that* PharmAssess will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defence thereof by counsel of its own choice.

(c) Sole Remedy. This Section 9 sets forth the Customer's sole remedies and PharmAssess' sole liability and obligation for any actual, threatened, or alleged claims that the Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

10. Limitations of Liability. IN NO EVENT WILL PHARMASSESS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (A) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, AGGRAVATED, OR PUNITIVE DAMAGES; (B) INCREASED COSTS, DIMINUTION IN VALUE, OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (C) LOSS OF GOODWILL OR REPUTATION; (D) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (E) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PHARMASSESS WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PHARMASSESS'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE TOTAL AMOUNT PAID AND AMOUNTS ACCRUED BUT NOT YET PAID TO PHARMASSESS UNDER THIS AGREEMENT.

11. Pharmacist Professional and Exclusive Responsibility for Minor Ailment Prescribing and Other Professional Services. THE CUSTOMER HEREBY ACKNOWLEDGES THAT THE PRACTICING PHARMACIST HAS THE EXCLUSIVE RESPONSIBILITY TO MAKE ACCURATE DIAGNOSES/ASSESSMENTS AND PRODUCE PROVINCE-SPECIFIC DOCUMENTATION. THE PHARMASSESS MINOR AILMENT, APPOINTMENT/VACCINATION, AND MEDICATION REVIEW MODULES ARE TOOLS INTENDED TO ASSIST PRACTICING PHARMACISTS IN CONDUCTING CLINICAL SERVICES (I.E. PERFORMING CLINICAL ASSESSMENTS AND PRESCRIBING TREATMENT OPTIONS); BY PROVIDING GUIDELINE INFORMATION FROM EVIDENCE-BASED RESOURCES, ALLOWING SIMPLIFIED INPUT OF SYMPTOM INFORMATION; AND BY PRE-POPULATING DATA FOR DOCUMENTATION PURPOSES. THE TOOL DOES NOT SUBSTITUTE THE PHARMACIST'S RESPONSIBILITY AND LIABILITY TO PATIENTS.

12. Reliance on Information. The information provided in the PharmAssess Minor Ailment Module is made available solely for guidance purposes. We do not warrant the accuracy, completeness or usefulness of this information. PharmAssess does not recommend solely relying on the gathered and displayed information. We disclaim all liability and responsibility arising from any reliance placed on such materials by any pharmacist or by anyone who may be informed of any of its contents. The information contained in PharmAssess' Minor Ailment Module is limited by the guideline information sources which is listed in each minor ailment treatment page (in the "References" section). PharmAssess does not guarantee that the information provided within its product covers all possible protocols for the disease states it evaluates. PharmAssess guarantees that it gathers relevant information from the references that it lists on each workflow's treatment page. All medical and clinical decisions are exclusively the responsibility of the practicing Pharmacist.

13. Term and Termination.

(a) Term. The initial term of this Agreement begins on the Effective Date and, unless terminated earlier pursuant to this Agreement's express provisions, will continue in effect until one (1) year from such date (the

"Initial Term"). This Agreement will automatically renew, unless earlier terminated pursuant to this Agreement's express provisions or either Party gives the other Party written notice of non-renewal at least 30 (thirty) days prior to the expiration of the then-current term (each a "**Renewal Term**" and together with the Initial Term, the "**Term**").

(b) Termination. In addition to any other express termination right set forth in this Agreement:

- (i) PharmAssess may terminate this Agreement, effective on written notice to the Customer, if the Customer: (A) fails to pay any amount when due hereunder, and such failure continues more than 90 (ninety) days after PharmAssess' delivery of written notice thereof; or (B) breaches any of its obligations under **Section 2(c)** or Section 6;
- (ii) either Party may terminate this Agreement, effective on written notice to the other Party, if the other Party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured thirty (30) days after the non-breaching Party provides the breaching Party with written notice of such breach; or
- (iii) either Party may terminate this Agreement, effective immediately upon written notice to the other Party, if the other Party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Expiration or Termination. Upon expiration or earlier termination of this Agreement, the Customer shall immediately discontinue use of the PharmAssess IP and, without limiting the Customer's obligations under Section 6, Customer shall delete, destroy, or return all copies of the PharmAssess IP and certify in writing to the PharmAssess that the PharmAssess IP has been deleted or destroyed. No expiration or termination will affect the Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle the Customer to any refund.

(d) Survival. This **Section 13(d)** and Section 1, Section 5, Section 6, Section 7, **Section 8(b)**, Section 9, Section 10, Section 11, Section 12 and Section 14 shall survive any termination or expiration of this Agreement.

14. Miscellaneous.

(a) Entire Agreement. This Agreement, together with any other documents incorporated herein by reference and all related Subscription Plan, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, and representations and warranties, both written and oral, with respect to such subject matter.

(b) Order of Precedence. In the event of any inconsistency between the statements made in the body of this Agreement, the related Subscription Plan, and any other documents incorporated herein by reference, the following order of precedence governs: (i) first, this Agreement; (ii) second, the Subscription Plan to this Agreement as of the Effective Date; and (iii) third, any other documents incorporated herein by reference.

(c) Notices. All notices, requests, consents, claims, demands, waivers, and other communications hereunder (each, a "**Notice**") must be in writing. Notices sent in accordance with this Section will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or email in each case, with confirmation of transmission if sent during the addressee's normal business hours, and on the next business day if sent after the addressee's normal business hours; and (d) on the seven (7) day after the date mailed by certified or registered mail by the Canada Post Corporation, return receipt requested, postage prepaid.

(d) Force Majeure. In no event shall either Party be liable to the other Party, or be deemed to have breached this Agreement, for any failure or delay in performing its obligations under this Agreement (except for any obligations to make payments), if and to the extent such failure or delay is caused by any circumstances beyond

such Party's reasonable control, including but not limited to acts of God, epidemics, pandemics, including the 2019 coronavirus disease (COVID-19) pandemic, flood, fire, earthquake, explosion, war, terrorism, invasion, riot or other civil unrest, strikes, labour stoppages or slowdowns or other industrial disturbances, or passage of law or any action taken by a governmental or public authority, including imposing an embargo.

(e) Amendments and Modifications. No amendment to or modification of this Agreement is effective unless it is in writing and signed by an authorized representative of each Party.

(f) Waiver. No waiver by any Party of any of the provisions hereof will be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, (i) no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement will operate or be construed as a waiver thereof, and (ii) no single or partial exercise of any right, remedy, power, or privilege hereunder will preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

(g) Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(h) Governing Law. This Agreement and all related documents, and all matters arising out of or relating to this Agreement, whether sounding in contract, tort, or statute, are governed by, and construed in accordance with, the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(i) Choice of Forum. Any legal suit, action, litigation, or proceeding of any kind whatsoever in any way arising out of, from or relating to this Agreement, including all statements of work, exhibits, schedules, attachments, subscription plans and appendices attached to this Agreement, the Services provided hereunder, and all contemplated transactions, shall be instituted in the courts of the Province of Ontario, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, litigation, or proceeding.

(j) Assignment. The Customer may not assign any of its rights or delegate any of its obligations hereunder, in each case whether voluntarily, involuntarily, by operation of law or otherwise, without the prior written consent of PharmAssess. Any purported assignment or delegation in violation of this Section will be null and void. No assignment or delegation will relieve the assigning or delegating Party of any of its obligations hereunder. This Agreement is binding upon and inures to the benefit of the Parties and their respective permitted successors and assigns.

(k) Equitable Relief. Each Party acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations under Section 6 or, in the case of the Customer, Section 2(c), would cause the other Party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other Party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity or otherwise.

BY REGISTERING FOR A PHARMASSESS ACCOUNT, YOU **AGREE WITH AND ACCEPT** THE TERMS AND CONDITIONS OF THIS AGREEMENT. A COPY OF WHICH IS AVAILABLE IN THE PHARMASSESS ACCOUNT WEBPAGE.