



## STACK<sup>®</sup> LICENSE AGREEMENT

THIS LICENSE AGREEMENT, (the "Agreement") is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between Rhythm Group, LLC ("Company") with its principal business located at PO Box 15668, Pittsburgh, PA 15244 and \_\_\_\_\_ ("Customer") with its principal place of business located at \_\_\_\_\_.

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 Rhythm Group order form for the software product listed in Appendix 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. Company will deliver a runtime only version of the software and components to Customer. Customer will also receive updates to software and components as they are released by Company.
2. Company shall not be obligated to deliver requested new components without review and decision of availability.
3. 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.

4. Company will use its reasonable best efforts to implement measures to maintain the security of information electronically transmitted by Customer to Company, but in no event less than requirements of CMS's Internet Security Policy and any other security standard imposed under HIPAA.
5. 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 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.
6. 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 component of Software, as applicable.
7. 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 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.
8. Subscription fees and effective dates are set on a Company Order form that is executed by the Customer and Company. Fees for annual subscriptions will be billed and payment is to be made within fifteen (15) days of the invoice unless automatic payment is made. Monthly fees will be set up on an automatic withdrawal or credit card payment or invoiced monthly with payment due upon receipt. With this subscription, Customer 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.
9. 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.

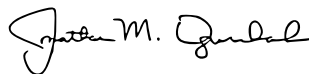
10. The term of this Agreement shall be one year from the effective date on the Company order form and shall renew automatically for additional one-year terms unless Customer submits a written request to cancel the agreement 30 days prior to renewal. Customers who choose to pay monthly are making monthly payments on an annual term. Canceling the renewal does not change the commitment to pay for the current term. Company may automatically increase subscription fees each year when the Agreement renews by up to 5%.
11. 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.
12. 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. Customer's rights under this Agreement are not assignable or transferable in whole or in part.
14. 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.
15. 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.
16. 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.

(remainder of page intentionally blank)

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

LICENSOR:

**Rhythm Group, LLC**



Jonathan M. Ogurchak

Founder & CEO

LICENSEE:

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Authorized

Signature: \_\_\_\_\_

## EXHIBIT A – SOFTWARE PRODUCTS

The following Rhythm Group software products use this license agreement.

- ❑ STACK Pharmacy (SaaS)