RX-ENROLLMENT SERVICE LICENSE AGREEMENT

Rx-Enrollment is licensed to You by Point-of-Care Partners, at 9710 Stirling Rd. Suite

106 Hollywood, FL 33024-8018 ("***POCP***"), for use under the terms of this License

Agreement (this "***Agreement***"). By connecting to Rx-Enrollment you indicate you agree to

be bound by all the terms and conditions of this Agreement as "services."

1. **DEFINITIONS.**

   1.1 "***Affiliate***" means any company or entity which, directly or indirectly, controls

   or is controlled by or under common control with, a party to this Agreement,

   but only for as long as such control exists. For the purposes of this definition,

   "control" (and its correlative meanings "controlled by" or "under common

   control with") means, with respect to a company or entity, the ownership or

   possession of (a) at least fifty percent (50%) of the share capital having

   ordinary voting power, (b) the right to elect a majority of the members then-

   comprising the board of directors or equivalent corporate governance body of

   such company or entity, or (c) the operational management of the controlled

   company or entity by contract or otherwise.

   1.2 "***App Users***" means any user of the POCP Rx-Enrollment App ("POCP App") that

   has access to the POCP App as part of the Customer implementation of the POCP

   App. It is intended that all users will be authenticated by the Customer as part of

   their use of the app.

   1.3 "***Customer Use Case***" means a private, permissioned, peer-to-peer, application

   software and network permitting App Users to improve the the provider and

patient experience to introduce and sign-up for patient support services and financial assistance for specialty medications.

1.4 "***Documentation***" means the technical and user documentation related to the POCP App, in any format, that is delivered by POCP to Customer in connection with this Agreement.

1.5 "***Intellectual Property Rights***" means patent rights (including patent applications and disclosures), copyrights, trademarks, database rights, trade secrets, know-how and any other intellectual property rights recognized in any country or jurisdiction in the world.

1.6 "***License Term***" means the term of any license for POCP App until canceled in writing by either party.

1.7 "***POCP App***" means POCP's Rx-Enrollment App licensed under this Agreement, which includes access to the Rx-Enrollment service on Amazon Web Services used in conjunction with the Customer's electronic health record system.

2. **LICENSE.**

2.1 *License.* Subject to the terms and conditions of this Agreement, POCP grants to Customer a nonexclusive, nontransferable license to integrate and use the POCP App connected to the Amazon Web Services Network solely for the Customer Use at no cost to the customer.

2.1.1 Customer may permit an Affiliate of Customer to implement and use the licensed POCP App solely in connection with the exercise of Customer's rights under this Agreement and subject to any such Affiliate's compliance with all of the terms and conditions of this Agreement. Likewise,

2.1.2   Customer may permit its third-party subcontractors to access and use the POCP

App, solely in connection with the exercise of Customer's rights under this

Agreement and subject to any such subcontractor's compliance with all of the

terms and conditions of this Agreement,

2.1.3   Customer shall (a) ensure that any such Affiliate or subcontractor complies with

all of the terms of this Agreement and (b) be liable for any breach of this

Agreement by any such Affiliate or subcontractor.

2.2   *General License Restrictions*. Except as expressly permitted in this Agreement,

the licenses granted in this Section 2 do not permit Customer to, and Customer

will not, and will not permit third parties to: (a) modify, create derivate works

of, disassemble, decompile or reverse engineer the POCP App; (b) copy the

POCP App, except as expressly permitted herein; (c) sublicense, rent, lease or

otherwise transfer the POCP App, or any portion thereof; (d) use the POCP App

for any time-sharing or service bureau use; or (e) use the POCP App or the

Amazon Web Services Network in any manner outside the scope of the

Customer Use Case.

2.3   *POCP App Restrictions.* Access to, and use of, the POCP App may be limited by

restrictions set forth in this Agreement including, without limitation. Customer

shall be responsible and liable for the acts and omissions of all users (including

any breach of this Agreement) with access to the POCP App that is provided by

Customer.

2.4   *Limited Rights.* Customer's rights in the Software will be limited to those

expressly granted in this Section 2. POCP reserves all rights and licenses in and

to the POCP App not expressly granted to Customer under this Agreement.

3. **OWNERSHIP.**

   3.1 POCP presently owns and will continue to own all worldwide right, title, and interest in and to the POCP App and all worldwide Intellectual Property Rights therein, whether or not the POCP App, in whole or in part, is incorporated in or combined with any other product. Customer will not delete or in any manner alter the copyright, trademark, and other proprietary rights notices of the POCP App as made available to the Customer.

   3.2 All rights and licenses granted by POCP under this Agreement are and shall be deemed to be rights and licenses to "intellectual property," as such term is used in and interpreted under Section 365(n) of the United States Bankruptcy Code (the "***Code***") (11 U.S.C. § 365(n)). Customer shall have all rights, elections, and protections under the Code and all other applicable bankruptcy, insolvency, and similar laws with respect to this Agreement. Without limiting the generality of the foregoing, POCP acknowledges and agrees that if POCP or its estate shall become subject to any bankruptcy or similar proceeding, subject to Customer's rights of election under Section 365(n), all licenses granted to Customer under this Agreement will continue subject to its terms and conditions, and will not be affected, even by POCP's rejection of this Agreement.

4. **SUPPORT SERVICES.**

   4.1 *Support Services.* During the applicable License Term the POCP will perform the maintenance and support services specified in **Exhibit 1**.

5. **PAYMENT.**

   5.1 *License Fees.* POCP Rx-Enrollment App has no fees paid by the Customer.

6. **WARRANTY.**

6.1 *Limited Software Performance Warranty*. POCP warrants that throughout the applicable License Term, the POCP App will function in all materials respects in accordance with the documentation listed on **Exhibit 2** as the same may be revised from time to time (the "***Customer Documentation***").

6.2 *Additional Representations*. POCP further represents and warrants that: (a) POCP has all rights necessary to grant to Customer the rights and licenses granted under this Agreement; and (b) the POCP App does not contain any virus or other code that would cause the POCP App to become inoperable or incapable of being.

6.3 6.5 *Disclaimer of Warranties*. THE LIMITED WARRANTIES SET FORTH IN THIS SECTION 6 ARE IN LIEU OF, AND POCP DISCLAIMS, ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. CONFIDENTIALITY.

7.1 *Definition*. "***Confidential Information***" means: (a) the POCP App; and (b) any business or technical information of POCP or Customer, including but not limited to any information relating to POCP's or Customer's product plans, designs, costs, product prices and names, finances, marketing plans, business opportunities, personnel, research, development or know-how.

7.2 *Exclusions*. Confidential Information does not include information that: (a) is or becomes generally known to the public through no fault or breach of this Agreement by the receiving party; (b) is known to the receiving party at the time of disclosure without an obligation of confidentiality; (c) is independently developed by the receiving party without use or access of the disclosing party's

Confidential Information; (d) the receiving party rightfully obtains from a third party without restriction on use or disclosure; or (e) is disclosed with the prior written approval of the disclosing party.

7.3 *Use and Disclosure Restrictions.* During the term of this Agreement, and for a period of five (5) years after any termination of this Agreement, each party will not use the other party's Confidential Information except as permitted herein, and, except as expressly permitted herein, will not disclose such Confidential Information to any third party, except to those of its employees, subcontractors and consultants as is reasonably required in connection with the exercise of its rights and obligations under this Agreement (and only subject to binding use and disclosure restrictions at least as protective as those set forth herein executed in writing by such employees and consultants).

7.4 *Compelled Disclosure.* Each party may disclose Confidential Information of the other party: (a) pursuant to the order or requirement of a court, administrative agency, or other governmental body, provided that the party responding to such order or requirement gives reasonable notice to the other party to contest such order or requirement; and (b) on a confidential basis to legal or financial advisors.

8. LIMITATION OF LIABILITY.

8.1 *Total Liability.* EACH PARTY'S CUMULATIVE LIABILITY TO THE OTHER PARTY UNDER THIS AGREEMENT, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED THE AMOUNTS PAID TO POCP BY CUSTOMER PURSUANT TO THIS

AGREEMENT FOR THE POCP APP AND SERVICES WHICH ARE THE SUBJECT OF THE CAUSE OF

ACTION OR CLAIM.

8.1.1   *Exclusion of Damages.* IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY

FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF

USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT

OR THE USE OR PERFORMANCE OF THE POCP APP OR SERVICES, WHETHER SUCH LIABILITY

ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE),

PRODUCT LIABILITY OR OTHERWISE, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF

THE POSSIBILITY OF SUCH LOSS OR DAMAGE.

8.1.2   *Exclusions.* The limitations on liability and the exclusion of damages provided in

Sections 8.1 and 8.2 shall not apply to: (a) any breach by Customer of Section 2

(License) of this Agreement; (b) a breach by either party of Section 8

(Confidentiality); or (c) any liability arising out of the fraud, gross negligence or

willful misconduct of a party.

8.1.3   *Basis of Bargain.* The parties expressly acknowledge and agree that POCP has set

its risks and entered into this Agreement in reliance upon the limitations of

liability specified herein, which allocate the risk between POCP and Customer.

9.   TERMINATION.

9.1   *Term.* This Agreement will begin on the Effective Date and will remain in effect

until either party notifies the other of cancellation.

9.2   *Termination for Breach.* Each party will have the right to terminate this

Agreement or any POCP App license granted hereunder if the other party

breaches any material term of this Agreement and fails to cure such breach

within thirty (30) days after written notice thereof.

9.3 *Survival*. The rights and obligations of the parties contained in Sections 2.2 2.3, 2.4, 3, 5, 7, 8, 9.3, and 10 will survive the termination or expiration of this Agreement.

10. **GENERAL.**

10.1 *Assignment*. Customer will have no right to assign (whether by operation of law or otherwise) this Agreement, either in whole or in part, without POCP's prior written consent. However, any merger, purchase or other acquisition of Customer shall not constitute an assignment for purposes of this Agreement. Any attempt to assign this Agreement, without such consent, will be null and void.

10.2 *Governing Law and Jurisdiction*. This Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without reference to its rules governing the conflict of laws. Any legal action or proceeding arising under this Agreement will be brought exclusively in the federal or state courts located in Wilmington, Delaware and the parties hereby consent to the personal jurisdiction and venue therein.

10.3 *Severability*. If for any reason a court of competent jurisdiction finds any provision of this Agreement invalid or unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible and the other provisions of this Agreement will remain in full force and effect.

10.4 *Waiver*. The failure by either party to enforce any provision of this Agreement will not constitute a waiver of future enforcement of that or any other provision.

10.5   *Notices.* All notices required or permitted under this Agreement will be in writing and delivered by courier or overnight delivery service, or by certified mail, and in each instance will be deemed given upon receipt. All communications will be sent to the addresses of the parties set forth in this Agreement or to such other address as may be specified by either party to the other in accordance with this Section. Either party may change its address for notices under this Agreement by giving written notice to the other party by the means specified in this Section.

10.6   *Relationship of Parties.* The parties to this Agreement are independent contractors and this Agreement will not establish any relationship of partnership, joint venture, employment, franchise, or agency between the parties. Neither party will have the power to bind the other or incur obligations on the other's behalf without the other's prior written consent.

10.7   POCP shall notify Customer in writing of any and all applicable export restrictions to which the POCP App is subject.

10.8   *Publicity.* POCP shall have the right to identify Customer as a customer on the app and POCP's web site and as part of POCP's other marketing efforts, including customer lists and press releases. Customer shall be entitled to reference its use of the POCP App in its marketing and communications campaigns, provided that each use of POCP's name and/or logo must be approved by POCP (which approval will not be unreasonably withheld or delayed).

10.9   *Entire Agreement.* This Agreement executed in connection herewith, including all schedules, exhibits and attachments attached to this Agreement,

contains the complete understanding and agreement of the parties and

supersedes all prior or contemporaneous agreements or understandings, oral or

written, relating to the subject matter herein. Any waiver, modification or

amendment of any provision of this Agreement will be effective only if provided

as an update with 90 days notice.

EXHIBIT 1

MAINTENANCE AND SUPPORT TERMS

This Exhibit 1 relates to and is incorporated into the POCP App License Agreement (the "Agreement"). Capitalized terms not defined in Section 6 below have the same meaning as in the Agreement.

1. **COVERAGE** POCP will perform the maintenance and support services specified in this Exhibit 1 during the applicable License Term. POCP will provide maintenance and support services only to Customer and only for the POCP App that has been ordered.

2. **MAINTENANCE AND SUPPORT SERVICES**

2.1 Maintenance and support services consist of (a) Error Correction and E-mail, website, and telephone support provided to the Technical Support Contact concerning the installation and use of the POCP App and (b) product updates that POCP in its discretion makes generally available.

2.2 A New Release is a new software product that contains enhancements of the POCP App. POCP shall advise Customer of New Releases that it decides, in its sole discretion, to make available to Customer by adding it to the Agreement. All product updates or New Releases provided to Customer shall be governed by the terms of the Agreement.

3. **ERROR CORRECTIONS**

3.1 POCP shall exercise commercially reasonable efforts to correct any Error reported by Customer in the current release of POCP App, and shall provide a corrected version of the POCP App to Customer immediately upon such correction. If an Error has a material adverse impact on Customer's use of the POCP App, POCP shall use

diligent and expedited efforts to correct the Error or to provide a Workaround as soon as practicable.

3.2 If POCP believes that a problem reported by Customer may not be due to an Error in the POCP App, POCP will so notify Customer.

4. EXCLUSIONS.

4.1 POCP shall have no obligation to support:

4.1.1 POCP App problems caused by Customer's negligence, abuse or misapplication, Customer's use of the POCP App other than as specified in the Customer Documentation;

4.1.1.1 Any software or application other than the licensed POCP App.

4.1.1.2 POCP shall have no liability for any changes in Customer's hardware or software that may be necessary to use the POCP App due to a Workaround or maintenance update.

5. DEFINITIONS

5.1 "E-mail, website, and Telephone Support" means technical support email, website, and telephone assistance provided by POCP to the Technical Support Contact during normal business hours concerning the installation and use of the then-current release of the POCP App.

5.2 "Error" means a material failure of the POCP App to operate in accordance with the Customer Documentation.

5.3 "Error Correction" means the use of reasonable commercial efforts to correct Errors.

5.4   "Workaround" means a change in the procedures followed or data supplied by

Customer to avoid an Error without substantially impairing Customer's use of the

POCP App.

EXHIBIT 2

CUSTOMER DOCUMENTATION

Customer documentation of the POCP App can currently be found in the following:

- Rx-Enroll.com

- Rx-Enrollment Implementation

- Rx-Enrollment Implementation Worksheet

- Rx-Enrollment Project Overview