

CTP Rx Master Subscription Agreement

BY CLICKING THE "I ACCEPT" BUTTON DISPLAYED AS PART OF THE ORDERING PROCESS, YOU AGREE WITHOUT MODIFICATION TO THE FOLLOWING MASTER SUBSCRIPTION AGREEMENT (THE "**AGREEMENT**") GOVERNING YOUR USE OF RXSCAN, LTD.'S CTPRX.COM ONLINE SERVICE, INCLUDING ITS OFFLINE COMPONENTS. THIS AGREEMENT WILL BE EFFECTIVE AS OF THE DATE YOU CLICK THE "I ACCEPT" BUTTON BELOW OR THE DATE YOU BEGIN USING THE SERVICE, WHICHEVER IS EARLIER (THE "**EFFECTIVE DATE**"). IF YOU ARE ENTERING INTO THIS AGREEMENT ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, 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.

Welcome

RxScan, Ltd., through its website CTPRx.com, will provide you with use of its online drug sample management, billing, data analysis and reporting service (the "**Service**", as further defined in Section 25), via a browser interface and including data encryption, transmission, access and storage. This Agreement sets forth what you can expect from CTPRx.com, and what your obligations are with respect to the Service. Your registration for or use of the Service shall be deemed to be your acceptance without modification to abide by this Agreement, including any materials available on the CTPRx.com website incorporated by reference herein, such as CTPRx.com'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.

Nature of the Service

The Service is a web based Software as a Service (SaaS) drug sample tracking application assisting in the collecting of drug sample dispensing data. It may also include other services as may be added from time to time. It collects information such as, but not exclusively: patient, drug, provider and date dispensed data. It provides for real-time reports on the current drug inventory and patient dispensing history. It can be used to help meet certain comments of July 1, 2005, found on The Joint Commission website, made in response to a question posed to them concerning drug samples. For a detail of the question and response, go to <http://www.jointcommission.org> and search for "sample medication".

1. Privacy & Security; Disclosure

CTPRx.com's privacy and security policies may be viewed at <http://www.CTPRx.com>, and are incorporated herein by this reference. Because CTPRx.com is in the healthcare industry, special attention is paid to privacy issues. The purpose of the privacy policy is to identify the information CTPRx.com may collect about you, describe the uses CTPRx.com may make of your information and the security measures CTPRx.com takes to protect it. CTPRx.com reserves the right to modify its privacy and security policies in its reasonable discretion from time to time. When Users initially log in, they will be asked whether or not they wish to receive e-mail marketing and other non-critical Service-related communications from CTPRx.com 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 Service is a hosted, online application, CTPRx.com occasionally may need to notify all users of the Service (whether or not they have opted out as described above) of important announcements regarding the operation of the Service.

2. License Grant & Restrictions

CTPRx.com hereby grants you a non-exclusive, non-transferable, restricted right to use the Service, 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 CTPRx.com and its licensors. You may permit specific Users to use the Service, provided such Users are within the scope of your specific license and have a unique username and password.

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

You shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service or the Content in any way, other than to your Users as set forth above; (ii) modify or make derivative works of the Service or the Content; (iii) create externally-available Internet links to the Service or "frame" or "mirror" any Content on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service. 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 Service.

You may use the Service 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 Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related systems or networks.

You grant CTPRx.com 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 Service. CTPRx.com 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 CTPRx.com tools and services.

3A. General

CTPRx.com is based in Delaware, Ohio, in the United States of America. CTPRx.com makes no claims that CTPRx.com and the Content are appropriate or may be used outside of the United States. If you access the CTPRx.com website 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).

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

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.

3B. Your Responsibilities

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 Service, including those related to data privacy, communications and the transmission of technical, medical or personal data.

You must promptly notify CTPRx.com of any breach of security related to the Service. You shall: (i) notify CTPRx.com immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CTPRx.com 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 CTPRx.com if you receive a subpoena or other legal information request that requires information from the Service and/or User accounts; and (iv) at CTPRx.com's request, promptly suspend or terminate any User account or License Administrator's access to the Service in response to a violation of any applicable Agreement provision or policy by a User or License Administrator.

3C. Passwords

CTPRx.com has 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 CTPRx.com 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 Service.

You shall not access or attempt to access any protected, secure, or non-public areas of the Service, except with the authorization of CTPRx.com.

3D. Usability

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

3E. The Service Does Not Provide Medical Advice

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

4. Customer Data

You, not CTPRx.com, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, and appropriateness of all Customer Data, and CTPRx.com 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 Customer Data. CTPRx.com may use aggregate or other non-patient identifiable data for research and as a means to financially support the Service. In the event this Agreement is terminated (other than by reason of your breach), CTPRx.com will make available to you a file of the Customer Data within 30 days of termination

if you so request at the time of termination. CTPRx.com reserves the right to withhold, remove and/or discard Customer Data without notice for any breach, including, without limitation, your non-payment. Upon termination for cause, your right to access or use Customer Data immediately ceases, and CTPRx.com shall have no obligation to maintain or forward any Customer Data.

5A. Intellectual Property Ownership

CTPRx.com alone (and its licensors, where applicable) owns and shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CTPRx.com Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by you or any User relating to the Service. This Agreement does not constitute a sale and does not convey to you any rights of ownership in or related to the Service, the CTPRx.com Technology or the Intellectual Property Rights owned by CTPRx.com. The CTPRx.com name and logo(s), the RxScan name and logo(s), Brand Features found on the Service, and the product names associated with the Service (collectively called the "**Marks**") are trademarks of RxScan, Ltd. 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 Service are the property of their respective owners. Under no circumstances should anything appearing on this Service be construed as granting by implication, estoppel or otherwise, any form of license or authorization to use, reproduce, or distribute the Marks displayed on this Service. Licenses to use CTPRx.com Marks appearing on this Service may be obtained via CTPRx.com's prior written consent, which may be withheld in CTPRx.com'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 Service. Any copied or downloaded content must retain all copyright, trademark and service mark notices. CTPRx.com will strictly enforce its Intellectual Property Rights under applicable laws.

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

5B. Use of Content

CTPRx.com authorizes you to view or download a single copy of the material on the CTPRx.com 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 CTPRx.com website 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 CTPRx.com 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 Service are subject to change or termination without notice in the discretion of CTPRx.com. All rights not expressly granted herein are reserved to CTPRx.com 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.

6. Third Party Interactions

During use of the Service, 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 Service. Any such activity and any terms, conditions, warranties or representations associated with such activity is solely between you and the applicable third party. CTPRx.com and its licensors shall have no liability, obligation or responsibility for any such correspondence, purchase or promotion between you and any such third party. CTPRx.com does not endorse any sites, products or services that are linked through the Service. CTPRx.com provides these links to you only as a matter of convenience, and in no event shall CTPRx.com or its licensors be responsible for any content, products, or other materials on or available from such sites. CTPRx.com provides the Service 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.

7. Fees, Billing and Renewal

The initial charges for your use of the Service will be equal to the current number of total User licenses requested multiplied by the User license fee currently in effect. CTPRx.com charges and collects fees in advance for use of the Service. License plans may be individual Users or unique medication storage locations, depending on the subscription plan you order. 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. CTPRx.com 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 CTPRx.com 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 CTPRx.com 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. .

The minimum length of the Initial Term is a one year commitment. 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 CTPRx.com at least 30 days before the renewal date. The renewal charge will be equal to the then-current number of total User licenses multiplied by the license fee in effect during the prior term, unless CTPRx.com has given you at least 30 days prior written notice of a fee increase, which shall be effective upon renewal of this Agreement and thereafter. Fees for other services will be charged on an as-quoted basis. CTPRx.com'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 CTPRx.com'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.

8. Excess Data Storage Fees

The maximum disk storage space provided to you at no additional charge is 20 MB per unique medication storage location license package (or as otherwise set forth on the Order Form). If the amount of disk storage required exceeds these limits, you will be charged the then-current storage fees. CTPRx.com will use reasonable efforts to notify you when your storage reaches approximately 90% of the maximum;

however, any failure by CTPRx.com to so notify you shall not affect your responsibility for such additional storage charges. CTPRx.com reserves the right to establish or modify its general practices and limits relating to storage of Customer Data.

9. Adding Licenses

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.

10. Non-Payment and Suspension

In addition to any other rights granted to CTPRx.com herein, CTPRx.com reserves the right to suspend or terminate this Agreement and your access to the Service 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 CTPRx.com initiates termination of this Agreement, you will be obligated to pay the balance due on your account computed in accordance with Section 7 above. You agree that CTPRx.com may charge such unpaid fees to your credit card or otherwise bill you for such unpaid fees.

CTPRx.com reserves the right to impose a reconnection fee in the event you are suspended and thereafter request access to the Service. You agree and acknowledge that CTPRx.com has 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.

11. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date and renews as set forth in Section 7. The Initial Term is a minimum of one year, 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 CTPRx.com in writing at least thirty (30) business days prior to the renewal date of this Agreement. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. In the event this Agreement is terminated (other than by reason of your breach), CTPRx.com will make available to you a file of the Customer Data within 30 days of termination if you so request at the time of termination. You agree and acknowledge that CTPRx.com has no obligation to retain the Customer Data, and may delete such Customer Data, more than 30 days after termination.

12. Termination for Cause

Any breach of your payment obligations or unauthorized use of the CTPRx.com Technology or Service will be deemed a material breach of this Agreement. CTPRx.com in its sole discretion may terminate your password, account or use of the Service if you breach or otherwise fail to comply with this Agreement. In addition, CTPRx.com may terminate a free account at any time in its sole discretion upon returning Customer Data to you. You agree and acknowledge that CTPRx.com 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.

13. Representations & Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. CTPRx.com represents and warrants that it will provide the Service in a manner consistent 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 Service and that your billing information is correct.

14. Mutual Indemnification

You shall defend and indemnify and hold CTPRx.com, RxScan, Ltd., 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 CTPRx.com (a) gives written notice of the claim promptly to you; (b) gives 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 CTPRx.com and RxScan, Ltd. of all liability and such settlement does not affect CTPRx.com's business or Service); (c) provides to you all available information and reasonable assistance; and (d) has not materially compromised or settled such claim.

CTPRx.com 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 Service 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 CTPRx.com of any of its representations or warranties; or (iii) a claim arising from breach of this Agreement by CTPRx.com; provided that you (a) promptly give written notice of the claim to CTPRx.com; (b) give CTPRx.com sole control of the defense and settlement of the claim (provided that CTPRx.com may not settle or defend any claim unless it unconditionally releases you of all liability); (c) provide to CTPRx.com all available information and reasonable assistance; and (d) have not materially compromised or settled such claim. CTPRx.com shall have no indemnification obligation, and you shall indemnify CTPRx.com pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of your products, service, hardware or business process(s).

15. Disclaimer of Warranties

Other than as expressly set forth in Section 13, CTPRX.COM 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. CTPRX.COM AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE 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 SERVICE WILL MEET YOUR REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE 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 CTPRX.COM AND ITS LICENSORS.

16. Internet Delays

CTPRX.COM'S SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CTPRX.COM IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

17. Limitation of Liability

IN NO EVENT SHALL CTPRX.COM'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.

18. Additional Rights

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.

19. Export Control

This site 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 Service. If you use the Service 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.

20. Notice

CTPRx.com may give notice to you by means of a general notice on the Service, electronic mail to your e-mail address on record in CTPRx.com's account information, or by written communication sent by first class mail to your address on record in CTPRx.com's 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 Service. You may give notice to CTPRx.com (such notice shall be deemed given when received by CTPRx.com) at any time by any of the following: letter sent by confirmed facsimile to CTPRx.com at (740) 548-1745; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to CTPRx.com at RxScan, Ltd., 2478 Lackey Old State Rd, Delaware, Ohio 43015, addressed to the attention of: Chief Financial Officer.

21. Modifications to This Agreement

CTPRx.com reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time, effective upon posting of an updated version of this Agreement on the Service. You are responsible for regularly reviewing this Agreement. Continued use of the Service 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.

22. Assignment; Change in Control

This Agreement may not be assigned by you without the prior written approval of CTPRx.com but may be assigned without your consent by CTPRx.com to (i) a parent or subsidiary, (ii) an acquirer of CTPRx.com 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 CTPRx.com directly or indirectly owning or controlling 10% or more of you shall entitle CTPRx.com to terminate this Agreement for cause immediately upon written notice.

23. U.S. Government End Users

If you are affiliated with the U.S. government, then you should know that the Service 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 end users use the Service and documentation with only those rights set forth herein.

24. Choice of Law; Exclusive Jurisdiction; General

This Agreement shall be governed by Ohio 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 Service shall be subject to the exclusive jurisdiction of the state and federal courts located in Columbus, Ohio. No text or information set forth on any other purchase order, preprinted form or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid 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. No joint venture, partnership, employment, or agency relationship exists between you and CTPRx.com as a result of this agreement or use of the Service. The failure of CTPRx.com 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 CTPRx.com in writing. This Agreement, together with any applicable Order Form, and other documents specifically incorporated by reference herein, comprises the entire agreement between you and CTPRx.com and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein.

25. Definitions

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 Service [; "**Customer Data**" means any data, information or material provided or submitted by you to the Service in the course of using the Service; "**CTPRx.com**" means CTPRx.com a division of RxScan, Ltd., an Ohio corporation, having its principal place of business 2478 Lackey Old State Rd., Delaware, Ohio 43015; "**CTPRx.com Technology**" means all of CTPRx.com'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 CTPRx.com in

providing the Service; "**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 Service; "**Online Order Center**" means CTPRx.com's online application that allows the License Administrator designated by you to, among other things, add additional Users to the Service; "**Order Form(s)**" means the form evidencing the initial subscription for the Service 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); "**Service**" means the specific edition of CTPRx.com's online drug sample management, billing, data analysis, or other corporate reporting services identified during the ordering process, developed, operated, and maintained by CTPRx.com, accessible via <https://www.CTPRx.com> or another designated website or IP address, or ancillary online or offline products and services provided to you by CTPRx.com, to which you are being granted access under this Agreement, including the CTPRx.com Technology and the Content; "**User(s)**" means your employees, representatives, consultants, contractors or agents who are authorized to use the Service and have been supplied usernames and passwords by you (or by CTPRx.com at your request).

Questions or Additional Information:

If you have questions regarding this Agreement or wish to obtain additional information, please send an e-mail to sales@CTPRx.com.