

Fullscript API License

THIS API LICENSE IS A BINDING CONTRACT BETWEEN YOU ("YOU" OR "YOUR") AND HEALTHY WEB INC. AND ITS AFFILIATES ("WE", "OUR", "US" OR "FULLSCRIPT") AND GOVERNS YOUR ACCESS TO AND USE OF THE FULLSCRIPT API. BY CLICKING THE "I ACCEPT" BUTTON PRESENTED TO YOU, YOU ACKNOWLEDGE THAT YOU HAVE (A) READ AND UNDERSTAND THIS API LICENSE, APPLICABLE POLICIES, GUIDELINES AND SPECIFICATIONS, AS MAY BE AMENDED OR ADOPTED FROM TIME TO TIME ("TERMS"); (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER AND AUTHORITY TO ENTER INTO THESE TERMS OR, IF YOU ARE USING THE FULLSCRIPT API AND ACCEPTING THESE TERMS ON BEHALF OF AN ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND THAT ENTITY TO THESE TERMS AND ARE DOING SO ON BEHALF OF THAT (AND IN SUCH CIRCUMSTANCES ALL REFERENCES TO "YOU" IN THE TERMS REFER TO THAT ENTITY); AND (C) ACCEPT THESE TERMS AND AGREE THAT YOU ARE LEGALLY BOUND BY THEM. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE FULLSCRIPT API. THESE TERMS TAKE EFFECT WHEN YOU CLICK THE "I ACCEPT" BUTTON.

Please read these Terms carefully. Fullscript reserves the right to update and change these Terms by providing you reasonable notice by email. We may update these Terms from time to time, so you are responsible for checking for any changes that may impact you. If you use the Fullscript API as an interface to, or in conjunction with other Fullscript products or Services, then the terms for those other products or services apply as well. In the event of any conflict or inconsistency between these Terms or the or any other Fullscript terms, these Terms will govern to the extent necessary to resolve any such conflict or inconsistency.

I. Definitions

“API Client” means the unique Application configuration (including API Credentials) generated to interface between the Application and the Fullscript API.

“API Credentials” means the credentials that allow you to make authenticated requests to the Fullscript API, which are issued by Fullscript.

“Application” or “App” means the software application, website, interface, or any other means you use to access the Fullscript API using the API Credentials.

“BAA” means the Fullscript Business Associate Agreement.

“End-User” means any individual that visits or transacts on the Fullscript site or uses the Services.

“End-User Data” means information relating to an End-User including PHI, Personal Information, order information, payment information, or account information.

“Fullscript” means Healthy Web Inc., Natural Partners, Inc., its affiliates, Our Site, Our Service(s), or a combination of all or some of the foregoing definitions, depending on the context of the word.

“Fullscript API” means all software, including routines, data structures, object classes, protocols, programs, templates, libraries and interfaces, application programming interfaces (APIs), developer tools, technical documentation, updates and other related materials, whether tangible or intangible, in whatever form or medium that are made available by Fullscript or as otherwise provided to you.

“Fullscript Confidential Information” means information provided by us to you in connection with our business, our services, or the Fullscript API, which is identified at the time of its disclosure as confidential or which, by the nature or type of information, reasonably should be regarded as confidential and which may include, but not be limited to, materials, communications, financial information, technical information, forecasts, processes, methods, customers and trade secrets.

“HIPAA” means the Health Insurance Portability and Accountability Act of 1996, as amended.

“Protected Health Information” or “PHI” shall have the meaning given to such term in statute 45 C.F.R. 160.103, limited to the information created, received, maintained, or transmitted by you.

“Personal Information” means any information relating to a natural person who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, a phone number, an email address, an identification number, location data, an online identifier, or any other information specific to that natural person.

“Service” means the Fullscript hosted commerce platform available via www.fullscript.com and any associated websites, products or services offered by Fullscript.

“Specifications” means the information about the Fullscript API which consists of technical documents and other documents relevant to using and integrating with the Fullscript API.

II. Account and Registration

1. **Accepting the Terms.** You may not use the Fullscript API and may not accept these Terms if you are a person barred from using or receiving the Fullscript API under the applicable laws of the United States, Canada, or other countries including the country in which you are resident or from which you use the Fullscript API.
2. **Development.** You must register to access the Fullscript API to develop your Application and agree to and comply with any additional terms and conditions required by us to obtain API Credentials. Your API Credentials must be used only by you in a non-production environment, for the purpose of internal evaluation and development use only and solely in accordance with all limitations set forth in these Terms or otherwise communicated to you by us. During the development of the Application you shall not transmit, upload, input or otherwise disclose to us any data concerning actual persons, including without limitation any Personal Information or PHI.

3. **Right to Review.** We reserve the right to review all requests for access to ensure you and/or your Application meet these Terms and are appropriate to the Services. We may deny your request for access at any time at our sole discretion.
4. **Production.** To connect your Application to the Services, your Application must go through a review process prior to publishing your production Application. We will review your Application and the API Client to ensure that it meets all criteria set out in these Terms. You will be required to sign a BAA in a form acceptable to Fullscript, sign an insurance addendum (the “Insurance Addendum”) setting out the insurance you are required to carry, and the requirement to provide proof of such insurance coverage, and agree to any other additional terms and conditions with us as we may determine is required at the time, before you are granted access to publish your Application. Any material changes made to your Application after it is approved for production must be submitted and approved by Fullscript prior to making such changed Application available to the End User.
5. **Prior to Production.** Fullscript will provide approval to connect your Application and for you to proceed to a production environment (“**Production Application**”) via the API dashboard made available to you.
6. If we provide upgrades, patches, enhancements, fixes or modifications to the Fullscript API (“**Upgrades**”), you agree to incorporate such Upgrades into your Production Application in a timely manner.

III. Accuracy and Security

All information you provide us must be accurate and kept up to date by you. You warrant that you will inform us promptly of any updates. Your registered credentials (such as passwords, keys, and client IDs) are intended to be used by you and identify your Production Application. You will keep your credentials confidential and not permit others to use your credentials. Your credentials may not be embedded in open source projects. If, for any reason, your log-in credentials have been lost or stolen, you shall immediately contact us to reset them as We will not take any responsibility for liability arising from such lost or stolen credentials, nor your failure to notify us in a timely fashion.

IV. License Grant

Subject to your full compliance with these Terms, we grant you a non-exclusive, non-transferable, non-sublicensable, royalty-free, worldwide, revocable license to:

- During the development phase, use and make calls to the Fullscript API to develop and test your API Client solely for the interoperation or integration of the API Client and your Application with the Services.
- If your API Client has been approved for production and you complied with the requirements of Part II, s. 4, (a) publish and distribute your Production Application in connection with the Services; and (b) market the Production Application in connection with the Services.

V. Using the Fullscript API

1. **Permitted Access.** You will only access (or attempt to access) the Fullscript API by the means described in these Terms and you must only use the API Credentials assigned to you by us.

2. **API Limitations.** Fullscript may, in its sole discretion from time to time and with or without notice to you, limit or throttle your Production Application’s interactions with the Services or our systems or set limits on your use of the Fullscript API (e.g. rate limiting of requests. You agree to, and will not attempt to circumvent, such limitations. If you would like to use the Fullscript API beyond these limits, you must obtain our express consent (and we may at our sole discretion decline such request or condition such acceptance on your agreement to additional terms and/or charges for that use). To seek such approval, contact our Fullscript API team for information, at api@fullscript.com. If we provide you with any upgrades, patches, enhancements, fixes or modifications to our Fullscript API or Services, then the same will become part of the applicable part(s) of the Fullscript API or Services, as the case may be, and shall be subject to these Terms.
3. **Use of Service Providers.** If you use a service provider in connection with developing, producing or offering the Production Application to End Users, you will be responsible for ensuring they comply with these Terms and will indemnify and hold us harmless for their breach of these Terms.
4. **Open Source Software.** Some of the software required by or included in Fullscript API may be offered under an open source license. Open source software licenses constitute separate written agreements. Open source software is listed in the Content (defined below). To the limited extent the open source software license expressly supersedes these Terms, your use, reproduction, and distribution of any such open source software is governed by the applicable open source software.
5. **Communication with Fullscript.** We may send you certain communications in connection with your use of the Fullscript API. For further information regarding Fullscript’s communication with you, and for information about opting out of certain types of communication please refer to our [privacy statement](#).
6. **Feedback.** You may from time to time provide suggestions, comments, or other feedback to us with respect to the Fullscript API, Services and/or systems (collectively “**Feedback**”). Notwithstanding anything to the contrary, Feedback, even if designated as confidential by you, shall not create any confidential obligations on us. You hereby grant to us a royalty-free, fully paid-up, worldwide, transferable, sub-licensable, irrevocable and perpetual license to implement, use, modify, commercially exploit and/or incorporate into the Fullscript API, the Services and/or the system any Feedback we receive from you. To the extent a license is required under your intellectual property rights to make use of the Feedback, you grant us an irrevocable, non-exclusive, perpetual, world-wide, transferable, sublicensable, royalty-free, fully paid-up license to use the Feedback in connection with our business. You forever waive and agree never to assert against Fullscript and its business partners, employees, representatives, affiliates, successors and licensees any and all Moral Rights, as defined below, that you may have in the Feedback even after the license term, to the extent permitted by applicable law. “Moral Rights” means any right to claim authorship of a work, any right to object to any distortion or other modification of a work, and any similar right, existing under the law of any country, or under any treaty.
7. **Restriction on Use of Fullscript API.** You will not engage in any activity that disrupts us, the End Users, or other developers, servers, security, networks, data, or applications or otherwise violate these Terms or our Acceptable Use Policy. Further, you will not:

- use or access the Fullscript API or the Service to monitor the availability, performance, algorithms, or functionality of the Fullscript API, the Service or any portion thereof or for any similar benchmarking purposes;
- circumvent technological measures intended to prevent direct database access, or manufacture tools or products to that effect;
- You will not misrepresent or mask either your identity or your API Client's identity when using the Fullscript API;
- except as authorized by us in writing, substantially replicate products or services offered by us, including the Fullscript API; or
- modify, reverse engineer, decompile, copy, or create derivative works or otherwise attempt to discover the source code, object code or underlying structure, ideas or algorithms of the Fullscript API or our systems, except to the extent that this restriction is expressly prohibited by applicable law.

VI. Your API Client and Application

1. **API Client and Monitoring.** The Fullscript API is made available to help End Users utilize the Services and your Production Application in a seamless and efficient manner. YOU AGREE THAT FULLSCRIPT MAY MONITOR USE OF THE FULLSCRIPT API TO ENSURE QUALITY, IMPROVE FULLSCRIPT PRODUCTS AND SERVICES, AND VERIFY YOUR COMPLIANCE WITH THESE TERMS. This monitoring may include Fullscript accessing and using your API Client, for example to identify security issues that could affect Fullscript or the End Users. You will not interfere with this monitoring. Fullscript may use any technical means to overcome such interference.
2. **Security.** Your Production Application will be installed and run on your server or another server but will not be run on our servers. Your networks, operating system and software of your web servers, routers, databases, and computer systems must be properly configured to Internet industry standards, including but not limited to, the standards set out in NIST SP 800-53 rev. 5, so as to securely operate your Production Application and protect against unauthorized access to, disclosure or use of any information you receive from us, including End User Data. You must diligently correct any security deficiency and disconnect immediately any known or suspected intrusions or intruder.
3. **Technical Support.** You are solely responsible for the Production Application and we are not liable for any fault in the Production Application or any harm that may result from its installation or use. While we may provide reasonable support to you during the integration process, we are under no obligation to provide you with assistance with the installation or use of the Production Application and you are solely responsible for and will indemnify us and hold us harmless for any liability which may arise from an End User's access to or use of the Production Application, including: (A) the development, use, marketing or distribution of or access to the Production Application, and support of the Production Application; or (B) your access, use, distribution or storage of End User Data.

4. **Restrictions on your API Client and Application.** You will not develop an application in furtherance of criminal, fraudulent, or other unlawful activity, or otherwise violate these Terms or our Acceptable Use Policy. Further, you will not:
 - develop an application whose primary purpose is to migrate End Users or motivate End Users to leave our platform, cease using the Services or offer or promote services that may be in competition with, damaging to, disparaging of, or otherwise detrimental to Fullscript;
 - include code in any application which performs any operations not related to the Services, whether or not you have obtained End User consent to do so;
 - provide or promote false or misleading health information or claims;
 - defame, abuse, harass, stalk, or threaten others;
 - remove, obscure, or alter any Fullscript terms of service or any links to or notices of those terms; or
 - process transactions using our Services or systems, unless you have signed a separate agreement with us allowing for such transactions.

VII. End User Data, Personal Information and Privacy

1. **End User Data.** We shall own all right, title, and interest in any End User Data that we receive because of your Production Application or use of the Fullscript API. All End User Data shall be subject to the Fullscript Terms of Service and our Privacy Statement.
2. **End User Privacy.** With respect to End User Data you obtain through us, you will comply with our Privacy Statement and all applicable privacy and data laws and regulations, including but not limited to HIPAA, which apply to Personal Information and PHI that you may have access to by virtue of the Fullscript API or Services or that we may supply to you at the direction of the End User (i.e. data mapping to your Production Application).
3. **Developer Privacy Policy.** For End User Data you obtain directly from End Users, you will have in place a privacy policy that complies with applicable privacy and data protection laws, including, without limitation, HIPAA, as such laws may vary from time to time and which provides adequate notice and obtains prior consent as required for the collection, use and storage of the End User Data (“Developer Privacy Policy”). The Developer Privacy Policy will describe in sufficient detail (i) the End User Data that will be accessed by the Production Application, (iii) how the End User Data will be used and transferred to third parties, if applicable, and (iv) your contact information. You will respond reasonably promptly to any questions regarding its privacy practices. If requested, you will provide the End User with access to a structured, commonly used, and machine readable copy of any Personal Information or PHI that you have that relates to such End User from whom you receive the request, and provide them with an opportunity to correct this information. For as long as you use or store any End User Data that you obtained through the Fullscript API, you agree to enable End Users to export their equivalent data to other services or applications of their choice in a way that's substantially as fast and easy as exporting such data from Fullscript's own platform, subject to applicable laws.
4. **Collection and Protection of End User Data.** Before you provide us with information that you independently collected from End Users, you will ensure that you have obtained effective consent from them, to the extent

such consent is legally required. Notwithstanding the foregoing, during the development phase, you will not collect or provide to Fullscript any PHI. You will not use the Production Application to collect PHI of End Users unless you have signed a BAA with us and you have obtained valid consent under all applicable laws, including, without limitation, HIPAA, from the End User allowing for such collection.

5. **Data Breach.** You will promptly notify us of any actual or suspected breach or compromise of End User Data (a “Data Breach”) within twenty-four (24) hours of becoming aware of such occurrence. Upon learning of the Data Breach, at your own cost, you will: (A) promptly remedy the Data Breach to prevent any further loss of End User Data; (B) investigate the incident; (C) take reasonable actions to mitigate any future anticipated harm to us or the End Users; and (D) promptly answer questions from us or End Users relating to the Data Breach, regularly communicate the progress of your investigation to us and cooperate to provide us with any additional requested information in a timely manner. Except where prohibited or varied by applicable law, you will delete all originals, copies and reproductions of the End User Data within 30 days of when (A) the Application is uninstalled or blocked from the Fullscript API, (B) when it is no longer required to provide the services of your Production Application to the End User, or (C) you receive a request to delete data from an End User or from the End User or Us.
6. **Restrictions on Use of End User Data.** You will not process or use the End User Data for any purpose other than on behalf of and for the benefit of End User and only to carry out your obligations under these Terms. Further you will not:
 - use, access, store, or make copies of the End User Data except as necessary to provide the Production Application services to the End User to whom the End User Data relates and only within the limits as described in the Developer Privacy Policy;
 - use information from End Users for competitive benchmarking; or
 - directly or indirectly share, sell, disclose or transfer any End User Data (including anonymous, aggregate or derived data) to any third party or any other application you may own, except as necessary to provide your Production Application's services or if expressly authorized by the End User.

VIII. Changes to the Fullscript API

1. We may change, suspend or discontinue any aspect of the Fullscript API or Services, disable certain features, impose limits or restrict your access to parts or all of the Fullscript API or Services at any time without notice or liability to you. We reserve the right to require you to install or update any software to continue using the Fullscript API. You must implement and use the most current version of the Fullscript API and make any changes to your Production Application or API Client, as the case may be, that are required as a result of such update, at your sole cost and expense. Your continued access or use of the Fullscript API following an update or modification will constitute binding acceptance of the update.
2. **Beta Services.** We may invite you to participate, on a trial basis, pre-release or beta features that are in development and not yet available to the public (“Beta Services”). Beta Services and all associated conversations and materials relating thereto will be considered Fullscript Confidential Information and subject to the confidentiality provisions in these Terms. We make no representations or warranties that the Beta Services will function. We may discontinue the Beta Services at any time in our sole discretion. We will

have no liability for any harm or damage arising out of or in connection with a Beta Service and you hereby release us from any and all liability you incur arising out of the Beta Services.

IX. Confidentiality

Our communications to you and the Fullscript API may contain Fullscript Confidential Information. You may not disclose to any third party any Fullscript Confidential Information without the prior written consent of Fullscript. You must protect Fullscript Confidential Information using the same degree of care used by you to protect your own Confidential Information, but in any event not less than a reasonable degree of care. You may only disclose Fullscript Confidential Information to employees, subcontractors and advisors (collectively, “Representatives”) with a need to know such information to enable the performance of your rights and obligations under this API and only provided the Representatives are bound by obligations of confidentiality no less strict than those in this API in relation to the Fullscript Confidential Information. This section does not apply to any information that is: (i) available in the public domain through no default under this agreement by you or a Representative ; (ii) independently developed by you or on your behalf without reference to or use of any Fullscript Confidential Information; or (iii) disclosed to you without restriction by a third party having a bona fide right to do so and not having an obligation of confidence with respect to such information. If compelled by a court or administrative or law enforcement agency of competent jurisdiction to disclose Fullscript Confidential Information, prior to doing so you will notify Fullscript in writing as early as possible of such need to disclose the Fullscript Confidential Information to afford Fullscript an opportunity to avoid such disclosure, and provided the Fullscript Confidential Information is afforded the highest level of protection via any available mechanisms for the protection of confidential materials.

X. Intellectual Property Rights

The Fullscript API, Services and all software, documentation, information, hardware, equipment, devices, templates, tools, documents, processes, methodologies, know-how, website and other intellectual property used by or on behalf of Fullscript together with copyrighted material, trademarks (including but not limited to the Fullscript trademark), service marks, trade dress, and other proprietary content, including but not limited to, text, software, applications, sound, photographs, buttons, images, logos, video, and graphics (the “Content”) will be and remain the sole and exclusive property of Fullscript.

To the extent, if any, that ownership of any Content does not automatically vest in us by virtue of the Terms, or otherwise, and vests in you, you hereby transfer and assign to us, upon the creation thereof, all rights, title and interest you may have in and to such Content (and waive any and all moral rights, as applicable), including the right to sue and recover for past, present and future violations thereof.

XI. Content

The Fullscript API may contain some third-party content (such as text, images, videos, audio, or software). This content is the sole responsibility of the person that makes it available. We may sometimes review such content to determine whether it is illegal or violates our policies or the Terms, and we may remove or refuse to display content. Finally, content accessible through the Fullscript API may be subject to intellectual property rights, and, if so, you may not use it unless you are licensed to do so by the owner of that content or are otherwise permitted

by law. Your access to the content provided by the Fullscript API may be restricted, limited, or filtered in accordance with applicable law, regulation, and policy.

XII. Brand Features; Promotional and Marketing Use

1. **Brand Features.** "Brand Features" is defined as the tradenames, trademarks, service marks, logos, domain names, and other distinctive brand features of each party. Unless otherwise expressly stated, the Terms do not grant either party any right, title, or interest in or to the other party's Brand Features. All use by you of Fullscript's Brand Features (including any goodwill associated therewith) will enure to the benefit of Fullscript.
2. **Branding Guidelines.** We hereby grant you a limited, revocable, non-exclusive, non-sublicensable and non-transferable license during the license term to display the Brand Features for the sole purpose of notifying End Users that the Application is compatible with the Services. You will use our Brand Features only as permitted hereunder in strict compliance with our brandguidelines found at brand.fullscript.com as updated from time to time. For greater clarity, you may not use our Brand Features in any way that would: imply a relationship or affiliation with us; imply that we sponsor or endorse you or your Applications or be reasonably interpreted to suggest your Application has been authored certified, or in any way approved by us; disparage us, our products or Services; or tarnish, dilute, or otherwise impair our brand or any of our brands. You may not attempt to register and trademarks or service marks or other brand identifiers (including domain names) that are confusingly similar in any way (including, but not limited to, sound, appearance, and spelling) to any of the Fullscript brands.
3. **Promotional and Marketing Use.** In the course of promoting, marketing, or demonstrating the Application or the Fullscript API and the associated Fullscript products, Fullscript may produce and distribute incidental depictions, including screenshots, video, or other content from your API Client or Application, and may use your company or product name. You grant us an irrevocable, non-exclusive, worldwide, perpetual, transferable, royalty-free, fully paid up license to use the above materials for the above listed purposes.

XIII. Audits and Inspections

On reasonable prior notice, Fullscript and its agents may audit, either on-site or remotely, your systems, and records to confirm your compliance with the Terms, including without limitation your compliance with our requests and requests from End Users, as applicable, to delete End User Data. In connection with the audits, you will make all relevant personnel and records available to us and otherwise cooperate in the review. If requested, you must provide us with proof that your Application complies with the Terms.

XIV. Termination

1. **Termination for Convenience.** You may stop using the Fullscript API at any time with or without notice. Further, if you want to terminate the Terms, you must provide Fullscript with prior written notice and upon termination, cease your use of the applicable APIs. Fullscript reserves the right to terminate the Terms with you or discontinue the Fullscript API or any portion or feature or your access thereto for any reason and at any time without liability or other obligation to you.

2. **Termination for Cause.** In the event of any breach or threatened breach by you of any term herein, in addition to all other rights and remedies available to us, we shall have the right to (a) immediately suspend your Application's ability to communicate with the Fullscript platform and block its integration with our Services without notice to you; b) immediately terminate your rights under the Terms, and (c) be indemnified by you for any losses, damages or liability incurred by us in connection with a termination for cause.
3. **Your Obligations Post-Termination.** Upon any termination of the Terms or discontinuation of your access to the Fullscript API, you will immediately stop using the Fullscript API, and delete any cached or stored content.
4. **Surviving Provisions.** When the Terms are terminated, those terms that by their nature are intended to continue indefinitely will continue to apply, including but not limited to provisions on indemnity, liability, End User Data and privacy security, proprietary and intellectual property rights, confidentiality, audit rights, disclaimer of warranties and the general legal terms.

XV. Warranties, Liability, and Indemnification

1. **WARRANTIES.** THE FULLSCRIPT API IS PROVIDED "AS IS," AND WE HEREBY DISCLAIM ANY IMPLIED REPRESENTATION, CONDITION OR WARRANTY WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, FULLSCRIPT MAKES NO WARRANTIES OR CONDITIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, WITH RESPECT TO THE FULLSCRIPT API, CONTENT OR SERVICES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY QUALITY, ACCURACY, COMPLETENESS, VALIDITY, TIMELINESS, NON-INFRINGEMENT, RESULTS, OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT THE CONTENT ACCESSED THROUGH THE FULLSCRIPT API, OPERATION OF THE SITE OR THE PROVISION OF THE SERVICES WILL BE AVAILABLE, UNINTERRUPTED OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED OR THAT THE SITE OR SERVICES WILL BE FREE OF VIRUSES, WORMS, TROJAN HORSES OR OTHER CODE THAT MANIFEST CONTAMINATING OR DESTRUCTIVE PROPERTIES.

SOME JURISDICTIONS PROVIDE FOR CERTAIN WARRANTIES, LIKE THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. EXCEPT AS EXPRESSLY PROVIDED FOR IN THE TERMS, TO THE EXTENT PERMITTED BY LAW, WE EXCLUDE ALL WARRANTIES, GUARANTEES, CONDITIONS, REPRESENTATIONS, AND UNDERTAKINGS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

2. **INDEMNIFICATION.** YOU HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD US, ALONG WITH OUR AFFILIATES, SUBSIDIARIES, DIRECTORS, OFFICERS, AGENTS AND EMPLOYEES (COLLECTIVELY, THE "PROTECTED PARTIES"), HARMLESS FOR ANY AND ALL DAMAGES, COSTS, CLAIMS, DEMANDS, CAUSE OF ACTION, LIABILITIES, LOSSES, FEES AND EXPENSES

(COLLECTIVELY, "CLAIMS") INCURRED BY US OR A THIRD PARTY TO THE EXTENT THAT SUCH CLAIM ARISES FROM OR IS RELATED TO YOUR OR YOUR EMPLOYEES, CONSULTANTS, CONTRACTORS, CLIENTS OR CUSTOMERS (A) ACCESS TO OR USE OF THE FULLSCRIPT API; B) VIOLATION OF THE TERMS; C) RELATIONSHIP WITH AN END USER OR USE OF END USER DATA; D) ANY THIRD PARTY CLAIM THAT YOUR PRODUCTS OR SERVICES, INCLUDING ANY APPLICATION, INFRINGES THE INTELLECTUAL PROPERTY OR OTHER RIGHTS OF A THIRD PARTY; E) ANY CONTENT OR DATA ROUTED INTO OR USED WITH THE FULLSCRIPT API BY YOU OR THOSE ACTING ON YOUR BEHALF; OR F) A DATA BREACH. YOU AGREE THAT THIS DUTY TO DEFEND EXTENDS TO REQUIRING YOU TO PAY FOR OUR REASONABLE ATTORNEYS' FEES, COURT COSTS, EXPERT WITNESS FEES AND DISBURSEMENTS.

IN CLAIMING ANY INDEMNIFICATION HEREUNDER, WE SHALL PROMPTLY PROVIDE YOU WRITTEN NOTICE OF ANY INDEMNIFIABLE CLAIM. WE MAY, AT OUR OWN EXPENSE, ASSIST IN THE DEFENSE IF WE SO CHOOSE, PROVIDED THAT YOU SHALL CONTROL SUCH DEFENSE AND ALL NEGOTIATIONS RELATIVE TO THE SETTLEMENT OF ANY SUCH CLAIM AND FURTHER PROVIDED THAT IN SETTLING ANY CLAIM YOU WILL NOT MAKE ANY ADMISSION ON BEHALF OF US OR AGREE TO ANY TERMS OR CONDITIONS THAT DO OR REASONABLY COULD RESULT IN ANY ADMISSION BY, OR THE IMPOSITION OF ANY LIABILITY, INCLUDING MONETARY OBLIGATIONS, UPON US WITHOUT OUR PRIOR WRITTEN APPROVAL.

- 3. LIABILITY.** IN NO EVENT SHALL THE PROTECTED PARTIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOST PROFITS OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED AND, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT FULLSCRIPT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL OUR TOTAL AGGREGATE LIABILITY TO YOU ARISING FROM OR RELATED TO THE TERMS EXCEED \$100 USD. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION IN THE AGGREGATE, INCLUDING BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS, AND OTHER TORTS. IN ALL CASES, FULLSCRIPT AND THE PROTECTED PARTIES WILL NOT BE LIABLE FOR ANY EXPENSE, LOSS, OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

FOR JURISDICTIONS THAT DO NOT ALLOW US TO LIMIT OUR LIABILITY: NOTWITHSTANDING ANY PROVISION OF THE TERMS, IF YOUR JURISDICTION HAS PROVISIONS SPECIFIC TO WAIVER OR LIABILITY THAT CONFLICT WITH THE ABOVE THEN OUR LIABILITY IS LIMITED TO THE SMALLEST EXTENT POSSIBLE BY LAW. SPECIFICALLY, WE DO NOT DISCLAIM LIABILITY, WHICH IS NOT LAWFUL TO EXCLUDE, EITHER NOW OR IN THE FUTURE.

THE PROVISIONS OF THIS SECTION ARE FOR THE BENEFIT OF THE PROTECTED PARTIES. EACH OF THE PROTECTED PARTIES SHALL HAVE THE RIGHT TO ASSERT AND ENFORCE THOSE PROVISIONS DIRECTLY AGAINST YOU ON ITS OWN BEHALF.

XVI. General Provisions

1. The Fullscript API was developed solely at private expense and is commercial computer software and related documentation within the meaning of the applicable U.S. Federal Acquisition Regulation and agency supplements thereto.
2. The Terms do not create any third-party beneficiary rights or any agency, partnership, or joint venture. Neither party is an agent, representative or related entity of the other party. Neither party shall have any right, power, or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or otherwise bind, the other party.
3. Nothing in the Terms will limit either party's ability to seek injunctive relief.
4. We are not liable for failure or delay in performance to the extent caused by circumstances beyond our reasonable control.
5. If you do not comply with the Terms, and Fullscript does not take action right away, this does not mean that Fullscript is giving up any rights that it may have (such as taking action in the future). Any course of conduct or trade practice between the parties shall not modify any provision of the Terms.
6. If it turns out that a particular term is not enforceable, this will not affect any other terms.
7. The Terms are the entire agreement between you and Fullscript relating to its subject and supersede any prior or contemporaneous agreements on that subject.
8. We may assign our rights and duties under these Terms to any party at any time without notice to you.
9. Except as set forth below: (i) the laws of Delaware, U.S.A. will apply to any disputes arising out of or related to these Terms (including any breach thereof) or your use of the Fullscript API and (ii) you agree that all actions or proceedings arising out of, in connection with, or otherwise concerning the terms shall be tried and litigated exclusively in the state or federal courts located in Wilmington, Delaware and shall be governed by the laws of the state of Delaware. You hereby waive the right to contest exclusive venue in the courts of Delaware and irrevocably consent to the jurisdiction of the appropriate state or federal court in Wilmington, Delaware for the purposes of the terms.
10. Any notice, approval, request, authorization, direction or other communication under the Terms shall be given in writing and shall be deemed to have been delivered and given: (a) on the delivery date if delivered personally, or by email to your email address you provided when enrolling for the API Credentials and to legal@fullstript.com; (b) two (2) business days after deposit with an internationally recognized commercial overnight courier service, with written verification of receipt; or (c) five (5) business days after deposit in certified or registered mail, return receipt requested, postage and charges prepaid, to the address you provided when enrolling for the API Credentials, and for Fullscript to 360 Albert Street, Suite 200, Ottawa, Ontario, Canada, K1R 7X7, Attention: Legal Department.