



HDSverify Subscription Registration CARE Pharmacies Cooperative Inc.

This HDSverify Subscription Registration is entered into pursuant to and governed by the Master HDSverify Subscription Agreement (“Agreement”) between **CARE Pharmacies Cooperative Inc.** (“Client”) and **Grace Data Corp** d.b.a. Healthcare Data Solutions (“Vendor”) dated **October 2, 2013**.

A separate Subscription Registration Form is required per pharmacy location.

SUBSCRIBER INFORMATION	
Pharmacy Name	
Address	
City	
State	
Zip	

	Name (Last, First)	Phone	e-Mail Address
Business Contact			
Primary HDSverify User			

- Subscription fee is \$130.00
- Term of Subscription is twelve (12) months
- Vendor will provide a single User ID and password to the email address provided for the Primary HDSverify User.
- The User ID will allow access to HDSverify for up to five concurrent users.

By executing this Subscription Registration form, Subscriber, as an affiliate of CARE Pharmacies Cooperative Inc., agrees to the terms and conditions of the Master HDSverify Subscription Agreement and the HDSverify Subscription Terms attached hereto.

SUBSCRIBER

Signature

Name (printed)

Title

Date



HDSverify Subscription Terms and Conditions

1. **General Project Objectives.** To provide access to HDSverify web-based look-up tool for verifying and validating Healthcare Providers.
2. **Interactive Data Access Subscription.** During the term of this Agreement, Vendor will provide Subscriber access to HDSverify, along with any future enhancements to the HDSverify look-up tool.
 - 2.1. PrescriberPRO HDSverify – Vendor’s web-based look-up tool that allows the user to search Vendor databases for either individual HCP’s or for group practices by name. Queries can be made by HCP name, healthcare ID’s (DEA, NPI, State License #, etc.), practice name, and geography.
 - 2.2. Subscriber agrees to comply with Vendor’s HDSverify policies and procedures, as modified from time to time. Use of Licensed Data accessed through HDSverify is limited to the Approved Usage provided in this Agreement.
3. **Approved Usage.** For Subscriber’s internal business use only. Licensed Data may not be disclosed, published, or used for any purpose not specifically provided for in this Schedule.
 - 3.1. Subscriber agrees that they will not share HDSverify login IDs or passwords with any third parties, and that they will limit the use of HDSverify to their current employees with a need to access HDSverify.
4. **Customer Training and Support.**
 - 4.1. HDSverify Training. Subscriber will receive a User Guide and have access to on-demand web-based video training.
 - 4.2. Support Response Time / Service Availability. HDS’ technical and data support teams will be available for email support during normal business hours (M–F from 8:00 a.m. to 5:00 p.m. Central). Vendor will provide Subscriber with an email for the Subscriber to submit technical and data support requests. Support requests submitted during normal business hours will receive an initial response from Vendor within twenty-four (24) hours of receipt.
5. **Annual Subscription Period.** The Subscription Period will be twelve (12) months from the date of Subscription activation.
 - 5.1. Login ID and Passwords. Subscriber will receive a single unique User ID and password for each subscription location that will allow up to five (5) concurrent users access to HDSverify.
6. **Annual Subscription Fee.** Vendor has the right to increase the Annual Subscription Fee prior to each Renewal Term. Vendor agrees to provide written notice to Subscriber of an increase in the annual subscription fee and further agrees that the annual subscription fee will not be increased by more than 5% per Renewal Term. Increases in subscription fees will be effective upon the next Annual renewal period following the fee increase.

7. **Payment Terms.** Subscription Fees are payable annually in advance by credit card or check immediately upon subscribing to HDSverify. Subscription period will not begin until payment has been received and processed by Vendor.
8. **Intellectual Property Rights.** Vendor shall be the sole and exclusive owner of all right, title and interest in and to the Products. Nothing in this Agreement shall be deemed to grant to Subscriber license rights, ownership rights or any other intellectual property rights in any materials owned by Vendor or any affiliate of Vendor except as otherwise provided herein.
9. **Confidentiality.** Each party may receive from the other party information that relates to the other party's business, research, development or trade secrets, including but not limited to data, the Products, mailing lists, and marketing plans ("Confidential Information"). Confidential Information shall also include the terms of this Agreement, including, but not limited to, pricing. Each party agrees to use at least the same degree of care, but not less than reasonable care, to prevent disclosing to other persons the Confidential Information of the other party. Each party further agrees not to disclose or permit any other person or entity access to the other party's Confidential Information, except such disclosure or access shall be permitted to an employee, agent, representative or independent contractor of such party requiring access in order to perform his or her employment or services as they relate to the Products provided herein. Each party shall insure that its employees, agents, representatives, and independent contractors are advised of the confidential nature of the Confidential Information and are precluded from taking any action prohibited under this Section. A party shall immediately notify the other party in writing of all circumstances surrounding any possession, use or knowledge of Confidential Information by any person or entity other than those authorized by this Agreement. Confidential Information shall not include, information of other party which (i) the disclosing party rightfully possessed before it received such information from the other; (ii) subsequently becomes publicly available through no fault of the disclosing party; (iii) is subsequently furnished to the disclosing party by a third party without restrictions on disclosure; or (iv) is required to be disclosed by law, provided that the disclosing party will use reasonable efforts to notify the other party prior to disclosure. Upon the expiration or termination of this Agreement, each party shall, upon request of the other party, return or destroy all Confidential Information of the other party. In the case of destruction, the receiving party shall certify such destruction to the disclosing party within thirty (30) days following request for such certification. Both parties acknowledge that, if a party breaches (or attempts or threatens to breach) its obligations under this Section, the non-breaching party will suffer irreparable harm. Accordingly, the parties agree that the non-breaching party shall be entitled to injunctive relief against the breaching party, its officers or employees and such other rights and remedies to which the non-breaching party may be entitled to at law, in equity or under this Agreement for any violation of this Section.
10. **Limited Warranty; Limitation of Liability; Indemnity.** Vendor uses commercially reasonable efforts to provide best in class data through industry-leading partners, data standardization, hygiene, and matching processes. However, the accuracy or completeness of the Licensed Data is subject to the limits of the data sources.

EXCEPT FOR WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT, VENDOR MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO SUBSCRIBER OR TO ANY THIRD PARTY, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE (IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS BETWEEN THE PARTIES OR CUSTOM OR

USAGE OF TRADE), OR RESULTS TO BE DERIVED FROM THE USE OF ANY LICENSED DATA, SOFTWARE, SERVICES, HARDWARE OR OTHER MATERIALS PROVIDED UNDER THIS AGREEMENT

NEITHER VENDOR NOR ITS SUPPLIERS SHALL BE LIABLE TO SUBSCRIBER OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR "COSTS OF COVER" (INCLUDING, WITHOUT LIMITATION, COSTS OF PROCURING SUBSTITUTE PRODUCTS OR SERVICES) WHICH ARISE DIRECTLY OR INDIRECTLY OUT OF THE USE OF THE PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, ANY OF SUCH DAMAGES ARISING OUT OF OR IN CONNECTION WITH MISTAKES, OMISSIONS, INTERRUPTIONS, DELAYS, ERRORS, DEFECTS, LOSS OF DATA, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATORY PROFITS, WHETHER SUCH DAMAGES ARE ASSERTED IN AN ACTION BROUGHT IN CONTRACT, IN TORT OR PURSUANT TO SOME OTHER THEORY AND WHETHER THE POSSIBILITY OF SUCH DAMAGES WAS MADE KNOWN OR WAS FORESEEABLE.

11. **GENERAL.**

11.1. **Relationship of the Parties.** Vendor is serving as an independent contractor to Subscriber under this Agreement. Nothing in this Agreement shall be deemed or construed to create the relationship of partnership or joint venture between the parties. Neither party has any authority to enter into any contract or create any obligation or liability on behalf of or binding upon the other party.

11.2. **Notices.** Any notices to be given hereunder to any other party, including any notice of a change of address, shall be in writing and shall be deemed validly given if (a) delivered personally; (b) sent by overnight or second day express delivery service; (c) sent by registered or certified mail, postage prepaid, return receipt requested; or (d) sent by confirmed facsimile transmission, and addressed to such party at the address or facsimile number indicated for such party on the first page of this Agreement or at such other address as a party may indicate in a written notice to the other party.

11.3. **Force Majeure.** Neither party shall be responsible for any failure to perform (except for payment obligations) due to unforeseen circumstances or to causes beyond its control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, earthquakes, fire, floods, accidents, strikes, shortages of transportation facilities, fuel, energy, labor or materials or failures of telecommunications or electrical power supplies. A party whose performance is affected by a force majeure event shall be excused from such performance to the extent required by the force majeure event so long as such party takes all reasonable steps to avoid or remove such causes of nonperformance and immediately continues performance whenever and to the extent such causes are removed. Both parties shall use all reasonable efforts to overcome or work around the force majeure event as soon as reasonably practicable.

11.4. **Governing Law.** The validity and effect of this Agreement shall be governed by and construed in accordance with the laws of the State of California without regard to its conflict of laws rules.

11.5. **Severability.** If any provision of this Agreement shall be determined by any court of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the remainder of this Agreement, which shall be construed as if such invalid or unenforceable provision had never been a part of this Agreement but in a manner so as to carry out as nearly as possible the parties' original intent.

- 11.6. **Entire Agreement.** This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes any prior agreements between the parties regarding such subject matter.
- 11.7. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute the same agreement. Signatures to this Agreement transmitted by facsimile, by electronic mail in “portable document format” (“.pdf”), or by any other electronic means which preserves the original graphic and pictorial appearance of the Agreement, shall have the same effect as physical delivery of the paper document bearing the original signature.