

These General Terms and Conditions of Service (the "**Agreement**") are entered into between the entity set forth in the Order Confirmation to obtain access to The Services (The "**Customer**") and DrugStars ApS ("**DrugStars**"), collectively referred to as the "**Parties**" or each a "**Party**".

Occasional changes may occur to the Agreement and its rules, policies, and guidelines for valid reasons, such as improving existing functions or features or to ensure the continued compliance with any existing laws. If material changes are made to the Agreement, DrugStars will provide The Customer with notice as appropriate under the circumstances.

1. DEFINITIONS

1.1 **Authorized User:** the intended beneficiary who is registered by email address and permitted by DrugStars to use The Services subject to this Agreement and any restrictions in an applicable Order Confirmation.

1.2 **Order Confirmation:** Specification and details of the given subscription that The Customer wishes to order. An Order Confirmation is not binding until it is duly executed by both DrugStars and The Customer in accordance with section 2, at which point it becomes incorporated into and part of this Agreement.

1.3 **The Services:** All features and functionalities as well as all content and applications, associated with DrugsDiscovered.com.

2 ACCEPTANCE

2.1 The Agreement becomes binding and effective for any use of The Services by The Customer upon The Customer's acceptance of the Order Confirmation, when The Customer clicks on the designated "subscribe" button via a web form during check-out.

2.2 The Term of the Agreement

The Agreement becomes effective on the date that a valid Order Confirmation is executed in accordance with section 2.1 (the "Effective Date") and remains in force until terminated in accordance with section 10 (the Initial Term and any subsequent renewal of the Agreement shall be defined as the "Term").

2.3 Automatic Renewal

2.3.1 On the last day of the Initial Term and on each subsequent anniversary of that date, the Agreement will automatically be renewed at DrugStars' a price similar to the price stated in the Order Confirmation for an additional period of the same duration as the preceding subscription period, in accordance with the terms referenced to in the applicable Order Confirmation, unless one of the Parties notifies the other Party of its intent not to renew no less than seven (7) days prior to the end of the then-current term. The Customer's notification of non-renewal must be made to: finance@drugstars.com or via the "Cancel subscription" button on The Customer's account page. Any such non-renewal shall be deemed to be a termination of the Agreement for the purposes hereof.

3 PAYMENT TERMS

3.1 Prices and Tax

3.1.1 Unless otherwise specified in the Order Confirmation, all fees are stated in Euros, or as specified in the Order Confirmation, exclusive of any taxes. The price for The Customer's purchase of The Services are to be added any applicable VAT (in Danish: "moms") and any other mandatory taxes. Such mandatory VAT and taxes will be informed by DrugStars when signing up for The Services and The Customer is obligated to pay any such VAT and taxes upon DrugStars' invoicing of The Services.

3.1.2 The prices, features, and options of The Services depend on the subscription plan selected by The Customer (including any usage or overage fees). DrugStars does not guarantee that The Customer's particular subscription plan will be offered indefinitely.

DrugStars reserves the right to change the prices, features, or options included in a particular subscription plan without notice, provided that such changes shall not take effect until The Customer's next Term.

3.1.3 DrugStars will inform The Customer of any changes in DrugStars' prices for the subsequent renewal term by written notice no later than seven (7) days prior to the expiration of the previous term.

3.1.4 As specified in the Order Confirmation, The Customer will be billed through credit card payment. Unless otherwise specified in the Order Confirmation:

- (i) The Services are non-cancellable during the Term and all fees are non-refundable; and
- (ii) Payment for The Services and all applicable taxes is due upon acceptance of the Agreement and will be payable in advance as specified in the Order Confirmation for each period that the Agreement is in force.

In case of late payment, any unpaid amounts will bear interest at the rate of 1.5% per month as well as an administration fee equivalent to EUR 10 for every reminder sent to The Customer with notification of late payment. In addition, DrugStars may suspend The Customer's access to The Services, with immediate effect, if The Customer fails to pay any fees invoiced by DrugStars pursuant to this Agreement. Suspension will not relieve The Customer of its obligation to pay such invoices or any other fees payable to DrugStars for the relevant Order Confirmation.

4 USING THE SERVICES

4.1 Eligibility to Use.

The Customer represents and warrants that The Customer and/or the specific actual used signee used for acceptance of this Agreement and/or the Order Confirmation, is authorized to agree to this Agreement and/or the Order Confirmation on that organization or entity's behalf and bind them to the Agreement and/or the Order Confirmation.

4.2 Access to DrugsDiscovered

Subject to the Agreement, DrugStars grants to The Customer a limited, non-exclusive, revocable, non-transferable license to access and use The Services during the Term and exclusively for its internal business purposes. The Customer may apply the information found via The Services for internal use only and only as long as The Agreement is in effect. To avoid doubt, this means that information found via The Services may not be used in any way if The Agreement for any reason has been terminated.

4.5 Obligations

4.5.1 DrugStars' Obligations

Upon acceptance to this Agreement, DrugStars will provide The Services to The Customer, in accordance with the information provided in The Customer's Order Confirmation, to use The Services and its content and materials to the applicable limits or maximums.

4.5.2 The Customer's Obligations

Upon acceptance to this Agreement, the Customer will notify DrugStars of any unauthorized use The Customer might become aware of. To avoid doubt, The Agreement entails that only the Authorized User is allowed to use The Services.

4.5.3 The Customer must not (and must not allow any third party to) directly or indirectly:

- (i) Copy, transfer, resell, sublicense, or otherwise provide access to The Services to a third party;
- (ii) Modify or create a derivative work of the DrugStars Service or any portion of it unless explicitly agreed upon with DrugStars;
- (iii) Reverse engineer, disassemble, decompile, translate, or otherwise seek to obtain or derive the source code, underlying ideas, algorithms, file formats, or non-public APIs to the DrugStars Service;

- (iv) Break or circumvent any security measures of the DrugStars Service, or configure the DrugStars Service to avoid incurring fees or in any way disrupt the integrity, performance or security of The Services;
- (v) Exceed the usage limits specified in the Order Confirmation without prior notification to DrugStars and payment of the associated fees;
- (vi) Access The Services for the purpose of building a competitive product or service or copying its features or user interface;
- (vii) Use or permit The Services to be used for any illegal or misleading purpose, or any manner inconsistent with the Agreement;
- (viii) Collect, use, and disclose data that violates any third-party rights, including privacy, publicity rights and intellectual property, ("Intellectual Property Rights" means copyright, moral rights, trademark, trade dress, patent, trade secret, unfair competition, right of privacy, right of publicity, and any other proprietary rights);

5 INTELLECTUAL PROPERTY

5.1 A Party's ownership of, or any right, title or interest in any Intellectual Property Rights or an item which exists prior to the Effective Date (Pre-Existing Material) will not be altered, transferred or assigned by virtue of this Agreement.

5.2 The Customer agrees that DrugStars retains all rights, title and interest (including all intellectual property rights) in and to The Services, and all related or underlying documentation, technology, code, know-how, logos, templates, anything delivered as part of the support of other services, and any updates, modifications, or derivative works of any of the foregoing (all of which is deemed DrugStars' confidential information) and that DrugStars reserves any licenses not specifically granted in this Agreement. The Services are offered as an online, hosted product. Accordingly, The Customer acknowledges and agrees that it has no right to obtain a copy of the software or data behind any of The Services and that DrugStars has sole discretion to make updates, bug fixes, modifications or improvements to the DrugStars Service from time-to-time. DrugStars reserves the right to change or remove features of The Services from time to time. If any material alterations

are made to The Services, DrugStars will provide the Customer with 7 business days' notice.

5.3 The Customer agrees that DrugStars may use the Customer's name and logo on DrugStars' websites and as a part of a general list of DrugStars' customers for use and reference in corporate, promotional and marketing material.

6 CONFIDENTIALITY

6.1 Commercial information which the Parties may obtain or possess concerning the other Party, shall be considered confidential and shall not be disclosed to third parties without the relevant Party's prior written consent. Any confidentiality obligations for the Parties pursuant to this Agreement shall indefinitely survive the termination of the Agreement.

6.2 The Confidentiality obligation shall not apply to information,

- (i) which becomes publicly available through no fault of the receiving party,
- (ii) that a Party comes into possession of in good faith from a third party,
- (iii) that a Party is required to disclose under applicable law or to fulfil its obligations and exercise its rights under the Agreement.

7 INDEMNIFICATION

7.1 The Customer will defend, indemnify, and hold DrugStars and its affiliates, officers, directors, employees, suppliers, consultants, and agents harmless from and against all damages, losses, and expenses of any kind (including reasonable attorney fees and costs) arising out of or related to:

- (i) The Customer's breach of the Agreements or any one of them;
- (ii) the nature and content of any User Content processed through The Services;
- (iii) any activity in which The Customer engages in, on or through The Services; and
- (iv) The Customer's violation of any law or the rights of a third party.

8 LIMITATION OF LIABILITY

8.1 The use of The Services is the sole responsibility of The Customer. The Services is supplied "as is" and may be modified, updated, interrupted, suspended or discontinued at any time without notice or liability.

8.2 All warranties, conditions and other terms implied by statute or law are, to the fullest extent permitted by law, excluded from the Agreement.

8.3 DrugStars (or its affiliates, licensors and suppliers) shall not be liable concerning any subject matter arising from or related to this agreement, the DrugStars Service or any of the websites operated by DrugStars or regardless of the form of any claim or action (whether in contract, negligence, strict liability or otherwise) for;

- (i) any loss of profits, contracts, revenue, business, business opportunity, loss or corruption of data or recovery of data, goodwill, security breach resulting from a failure of a third party telecommunications and/or the internet, anticipated savings or revenue (regardless of whether any of these is direct, indirect or consequential);
- (ii) any loss or damage arising in connection with liabilities to third parties (whether direct, indirect or consequential);
- (iii) any matter beyond its reasonable control; and
- (iv) any indirect, incidental or consequential loss or damage whatsoever; or
- (v) damages in the aggregate for all claims in excess of amounts paid to DrugStars by The Customer (hereunder during the 12-month period preceding the date on which the first claim arose), even if DrugStars has been advised of the possibility of such damages. These limitations are independent from all other provisions of this agreement and shall apply notwithstanding the failure of any remedy provided herein.

8.4 Nothing in the agreement shall operate so as to exclude or limit either party's liability to the other for death or personal physical injury arising out of negligence, fraud or fraudulent misrepresentation.

9 FORCE MAJEURE

9.1 Neither party will be liable for any delay or failure to perform its obligation under this Agreement (except payment obligations) if the delay or failure is due to causes beyond its reasonable control, such as a strike, blockade, war, act of terrorism, riot, natural disaster, failure or reduction of power or telecommunications or data networks or services, or government act.

10 TERMINATION

Either party may terminate the Agreement, including any related Order Confirmation, if the other party:

- (i) fails to cure any material breach of this Agreement (including a failure to pay undisputed fees) within seven (7) days after written notice detailing the breach;
- (ii) ceases operation without a successor; or
- (iii) if permitted by applicable law, seeks protection under any bankruptcy, receivership, trust deed, creditors' arrangement, composition, or comparable proceeding, or if any of these proceedings are instituted against that party (and not dismissed within sixty (60) days thereafter).

10.2 Effect of Termination

If the term of the Agreement expires or the Agreement is terminated for any reason;

- (i) The Customer will pay to DrugStars any amounts that have accrued before, and remain unpaid as of the date of the termination or expiration, including those for the billing cycle in which termination occurs;
- (ii) any and all of The Customer's liabilities to DrugStars that have accrued before the effective date of the expiration or termination will survive;
- (iii) licenses and use rights granted to The Customer with respect to The Services and intellectual property will immediately terminate; and

(iv) DrugStars' obligation to provide any further services to The Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following expiration or termination of this Agreement.

11 ASSIGNMENT

11.1 The Parties are not entitled to transfer their rights or obligations under the Agreement to any third party without prior written consent from DrugStars. Any change of direct or indirect control of The Customer (whether by sale of controlling equity interests or otherwise) will be deemed to be an assignment of the Agreement by The Customer that requires DrugStars' prior written consent.

12 SEVERABILITY

12.1 Unless as otherwise stated in the Agreements, should any provision of the Agreements be held invalid or unenforceable for any reason or to any extent, such invalidity or enforceability shall not in any manner affect or render invalid or unenforceable the remaining provisions of the Agreements, and the application of that provision shall be enforced to the extent permitted by law.

13 DISPUTE RESOLUTION

Most disputes can be resolved without resort to legal proceedings/actions. If The Customer has any dispute with DrugStars, the Parties agree that before taking any formal action, including but not limited to any legal actions and/or proceedings, The Customer will contact DrugStars at finance@drugstars.com and provide a brief, written description of the dispute and the Customer's contact information (including The Customer's username, if The Customer dispute relates to an Account). The Customer and DrugStars agree to use their reasonable efforts to settle any dispute, claim, question, or disagreement directly through amicable consultation with DrugStars, and good faith negotiations shall be a condition to either party initiating legal proceedings/actions of any kind.

14 CHOICE OF LAW AND JURISDICTION

14.1 The Agreement is subject to the laws of Denmark.

14.2 If any dispute arising out of or in connection with this Agreement were to be litigated, such dispute shall be settled by the City Court of Copenhagen as sole proper venue.

15 NOTICES AND CONTACT

15.1 Notices required to be given under this Agreement shall be in writing and can be delivered by email, hand, sent by pre-paid post or recorded delivery post to the other party at its address set out in this Agreement or the Order Confirmation.

15.2 A notice delivered by hand shall be deemed to have been received when delivered (or if delivery is not in business hours, at 9am on the first business day following delivery). A correctly addressed notice sent by pre-paid first-class post or recorded delivery post shall be deemed to have been received at the time at which it would have been delivered in the normal course of post. A notice sent by email shall be deemed to have been received at 9.00 am on the first business day following delivery.

15.3 The Customer can send notices to DrugStars via email at finance@drugstars.com or at the following mailing address:

Emdrupvej 28A, 4. sal,
2100 København Ø
Denmark.