
Terms & Conditions – Custom Solutions Programs

The following terms and conditions apply to all custom solutions programs and are directly associated with and govern the *Statement of Work* agreement outlining the program details. By signing the *Statement of Work*, you also agree to the following:

1. Client will provide all creative and technical materials (including digital files) to be utilized as part of the Project (the "Project Materials"), in accordance with EHS' submission standards, including, without limitation, standards governing the manner of transmission to EHS and the submission deadlines. Without limiting the foregoing, Client must supply EHS with all Project Materials pursuant to the production schedule to be agreed to by the Parties to ensure timely commencement and completion of the Project.
2. All copy provided by Client, including photographs, illustrations, or other visual materials, shall be in electronic format, of professional quality, and in a form suitable for reproduction and distribution without further preparation or alteration. Client shall pay all fees and expenses required to bring nonconforming materials up to such standards at EHS' prevailing Hourly Rates. Client warrants that all assets, concepts, materials, specifications, information, and instructions provided by Client or its agents may be exploited pursuant to this Agreement without violating any laws and without violating or infringing any rights of any third parties, including but not limited to Intellectual Property Rights (defined below).
3. Client acknowledges that late delivery of the Project Materials jeopardizes the delivery, effectiveness, and performance of the Project, and in the event of such a delay EHS reserves the right to reasonably adjust the Project timelines based on revised estimates for completion. If Client provides the Project Materials late, Client will still be responsible for full payment of the Project from the scheduled start date, and EHS will not adjust, and shall not be liable for any adjustment to, payment or the actual start date.
4. In the event of default by Client, including but not limited to the failure to pay any invoice when due or Client's breach of any these terms, EHS may terminate the Project upon five (5) days' written notice to Client ("Termination for Default"). Upon Termination for Default, all amounts owed by Client shall become immediately due and payable. Default shall not release Client from any of its obligations incurred prior to the date of Termination for Default.
5. Any services outside the scope of this Agreement shall be approved in writing by both Parties.
6. Client acknowledges that EHS' ability to perform its obligations under this Agreement is dependent on the Client's fulfilling its obligations in a complete and timely manner. EHS shall not be liable for any costs, charges, or losses sustained by Client arising directly from any failure of the Client to fulfil its obligations under this Agreement.
7. Client will be invoiced in accordance with the payment schedule set forth herein. Payment shall be due to EHS upon receipt of invoice. Amounts not paid within thirty (30) days from the date of invoice shall

bear interest at the rate of one and one-half per cent (1.5%) per month or the highest amount permitted by law, whichever is greater. In the event of any failure by Client to make timely payment, Client will be responsible for all reasonable expenses (including attorneys' fees and costs) incurred by EHS in collecting or attempting to collect such amounts.

8. All rights, title, and interest of EHS in the eHealthcare Solutions Network (EHN), its custom digital solutions, and its related technology on the one hand, and of Client in the Project Materials on the other hand, including, but not limited to those rights under copyright, trademark, patent, and trade secret laws ("Intellectual Property Rights"), shall remain in EHS or the Client, respectively, and neither Party shall obtain or seek to obtain any rights whatsoever in the other Party's Intellectual Property Rights, and no rights or licenses are granted by either Party to that Party's Intellectual Property Rights except as explicitly set forth herein, and no title to or ownership of any of the foregoing is transferred.
9. Client grants EHS a non-exclusive, worldwide, royalty-free, fully-paid, terminable license to use, copy, distribute, display, and create derivative works of the Project Materials solely for the purposes of the Project and for providing EHN's users access to the Project Materials via the Internet or otherwise.
10. Client represents and warrants that the Project Materials, and any part thereof, and the components, applications, processes, and the designs employed therein do not constitute an infringement upon or misappropriation or misuse of any patent, trademark, copyright, and to the best of Client's knowledge, any other third-party Intellectual Property Rights. Client further represents and warrants to EHS that any Project Materials are in compliance with all Federal and State laws and regulations, including all laws and regulations regarding patient information, including but not limited to the Health Insurance Portability and Accountability Act, the Health Information Technology for Economic and Clinical Health Act, and other applicable laws pertaining to pharmaceutical or other healthcare marketing. Client also represents and warrants that it has the right to publish, transmit, and make copies of the contents of any Project Materials provided to EHS pursuant to this Proposal, without infringement of any rights, including, but not limited to, trademark, copyright, or trade secret, of any third party or violating any applicable laws, rules, or regulations.
11. If Client utilizes an advertising agency for the purposes of this Agreement or the Project, Client retains full and complete responsibility for all of Client's obligations hereunder and all actions taken by such advertising agency on Client's behalf. Client shall be solely responsible for any commission or other payment due to any such agency.
12. "Confidential Information" will include (i) all information marked as "Confidential," "Proprietary," or similar legend by the disclosing party ("Discloser") when given to the receiving party ("Recipient"); and (ii) information and data provided by the Discloser, which under the circumstances surrounding the disclosure should be reasonably deemed confidential or proprietary. Without limiting the foregoing, Discloser and Recipient agree that each Discloser's contribution to the Agreement and/or the Project shall be considered such Discloser's Confidential Information. Recipient will protect Confidential Information in the same manner that it protects its own information of a similar nature, but in no event with less than reasonable care. Recipient shall not disclose Confidential Information to anyone except an employee, agent, affiliate, or third party who has a need to know same, and who is bound by confidentiality and non-use obligations at least as protective of Confidential Information as are those in

this section. Recipient will not use Discloser's Confidential Information other than as provided for herein. Notwithstanding anything contained herein to the contrary, the term "Confidential Information" will not include information which: (i) was previously known to Recipient; (ii) was or becomes generally available to the public through no fault of Recipient; (iii) was rightfully in Recipient's possession free of any obligation of confidentiality at, or prior to, the time it was communicated to Recipient by Discloser; (iv) was developed by employees or agents of Recipient independently of, and without reference to, Confidential Information; or (v) was communicated by Discloser to an unaffiliated third party free of any obligation of confidentiality. Notwithstanding the foregoing, the Recipient may also disclose Confidential Information of the Discloser in response to a valid order by a court or other governmental body, as otherwise required by law or the rules of any applicable securities exchange, or as necessary to establish the rights of either Party under this Agreement; provided, however, that both Discloser and Recipient will stipulate to any orders necessary to protect such information from public disclosure.

13. EHS shall share summary data regarding any advertising campaign gathered during delivery of any Internet sponsorship or advertising placements ("Ads") pursuant to this Agreement or a corresponding Insertion Order executed by the Parties hereto (e.g., number of impressions and interactions) (the "Performance Data"), and personally identifiable information collected from individual users collected during delivery of an Ad ("User Volunteered Data") (collectively, the "Collected Data") with Client. Collected Data shall exclude any data that is (i) pre-existing EHS data used by EHS pursuant to this Agreement or a corresponding Insertion Order; (ii) gathered pursuant to this Agreement or a corresponding Insertion Order during delivery of an Ad that identifies or allows identification of EHS' Websites, brand, content, context, or users as such; or (iii) entered by users on any EHS Website other than User Volunteered Data (the "Website Data"). Notwithstanding the foregoing, Client and EHS agree that: (i) the Performance Data and the Website Data shall be owned by EHS; (ii) the User Volunteered Data shall be owned by Client; and (iii) the Collected Data shall be utilized only as permitted herein.
14. EHS and Client may use the Collected Data for the provision of the services hereunder and for internal reporting and/or internal usage and analysis. Neither EHS nor Client may transfer the Collected Data to any third-party without written consent unless Aggregated (as defined below), and only in compliance with all federal, state, and local laws, ordinances, regulations, and codes applicable to their performance of their respective obligations under this Agreement or a corresponding Insertion Order. "Aggregated" means a form in which data gathered under this Agreement or an Insertion Order is combined with data from numerous campaigns of numerous advertisers and precludes identification, directly or indirectly, of the Client.
15. Each Party represents and warrants to the other that: (a) such Party has the full corporate right, power, and authority to enter into this Agreement and to perform the acts required of it hereunder, including all necessary rights to use such Party's information and other content as part of the integrated offering; (b) the execution of this Agreement by such Party, and the performance by such Party of its obligations and duties hereunder, does not and will not violate: (i) any agreement to which such Party is a party or by which it is otherwise bound; (ii) any Intellectual Property Rights of any third party; or (iii) any applicable laws, rules or regulations; (c) when executed and delivered by such Party, this Agreement will constitute the legal, valid and binding obligation of such Party, enforceable against such Party in accordance with

its terms; and (d) each Party will comply with CAN-SPAM, all applicable state laws in the United States of America relating to email marketing, and any applicable international law, as well as all rules and regulations under such laws (collectively "Email Marketing Laws") in connection with the performance of the terms, conditions and obligations of this Agreement.

16. Client shall indemnify, defend and hold harmless EHS and its affiliated partners and each of their respective directors, officers, employees, and agents (collectively, the "EHS Indemnities") from and against any claims, liabilities, damages, losses, penalties, causes of actions, judgments, awards, costs, and/or expenses (including but not limited to court costs and reasonable attorneys' fees) asserted by any third parties arising from, or relating to: (a) allegations that Client's Project Materials or any link or activity provided by Client infringes the Intellectual Property Rights, or any privacy, data protection, contractual, or other right of any third party, or contains any material or information that is false, misleading, tortious, obscene, or defamatory, or violates any law or regulation, or breaches the rights of any person or entity, including, without limitation, rights of publicity, privacy, or personality; and/or (b) Client's performance and/or breach of any of the terms, conditions, obligations, warranties, and/or representations set forth in this Agreement or any related Insertion Order; and/or (c) any negligent or willful act or omission of Client or its employees or agents, including but not limited to claims arising from Email Marketing Laws. EHS Indemnities shall provide Client with: (x) prompt written notice of such claim or action; (y) sole control and authority over the defense or settlement of such claim or action (provided that Client shall not enter into any settlement which materially affects any EHS Indemnities' rights without each EHS Indemnities' prior written consent); and (z) proper and full information and reasonable assistance at Client's sole expense to defend and/or settle any such claim or action. Client's duty to defend and indemnify EHS Indemnities hereunder shall survive the termination of this Agreement.
17. OTHER THAN AS SET FORTH HEREIN, EHS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES TO BE PROVIDED HEREUNDER OR THE RESULTS THAT WILL BE OBTAINED THEREFROM. SPECIFICALLY, AND WITHOUT IN ANY WAY LIMITING THE FOREGOING, EHS DOES NOT REPRESENT OR WARRANT THAT ANY DELIVERABLES, ADVERTISEMENT(S), OR OTHER MATERIAL WILL BE DISPLAYED WITHOUT INTERRUPTION OR ERROR AND EHS DISCLAIMS THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
18. EHS SHALL HAVE NO LIABILITY TO CLIENT OR ANY OTHER PERSON FOR ANY LOSS OF PROFITS, SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES ARISING OUT OF ANY BREACH BY EHS OR ANY OF ITS AFFILIATED PARTNERS OF ANY OF THE TERMS OF ANY INSERTION ORDER OR THIS AGREEMENT, OR IN ANY MANNER ARISING OUT OF OR IN CONNECTION WITH ANY DELIVERABLES, ADVERTISEMENT, OR OTHER MATERIAL DISPLAYED UNDER THIS INSERTION ORDER, THE MANNER IN WHICH ANY DELIVERABLES, ADVERTISEMENT, OR OTHER MATERIAL IS DISPLAYED, THE FAILURE TO DISPLAY ANY DELIVERABLES, ADVERTISEMENT, OR OTHER MATERIAL, OR SITE USAGE STATISTICS. EHS' SOLE AND EXCLUSIVE LIABILITY HEREUNDER SHALL BE LIMITED TO THE AMOUNT PAID BY CLIENT HEREUNDER OR UNDER ANY CORRESPONDING INSERTION ORDER OR ALTERNATIVELY, AT THE SOLE OPTION OF EHS, PLACEMENT OF THE DELIVERABLES OR ADVERTISEMENT AT A LATER TIME IN A COMPARABLE POSITION.

19. Neither Party will transfer or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without the prior written consent of the other Party. Any purported transfer, assignment, or delegation by either Party without the appropriate prior written approval will be null and void and of no force or effect. Notwithstanding the foregoing, each Party will have the right to assign this Agreement to any successor of such Party by way of a merger, consolidation, solvent reorganization, or the acquisition of all or substantially all of the business and assets of the assigning Party relating to the Agreement, provided that such successor confirms in writing to the other Party that such successor is bound by this Agreement.
20. In the event of a material change in law, government policy, or regulation that effectively prevents a Party from lawfully performing any of its obligations under this Agreement, the Parties shall negotiate in good faith to reform or amend this Agreement and/or any corresponding Insertion Order so that performance may be made possible. If the Parties are unable to reform or amend the Insertion Order and/or this Agreement (as may be required) in a mutually acceptable manner within thirty (30) days of the date of such change in law, government policy, or regulation, then this Agreement and/or such Insertion Order shall terminate automatically without any penalty or further liability to either Party apart from Client's obligation to make all payments to EHS for any outstanding invoices, for work completed by EHS (regardless of whether such work has yet been delivered to Client), for expenses incurred by EHS, for any non-cancellable obligations incurred by EHS as part of the Project, and/or for any services already provided by EHS.
21. No conditions other than those set forth in this Agreement and/or a corresponding Insertion Order shall be binding on EHS unless expressly agreed to in writing by EHS. In the event of any inconsistency between an Insertion Order and this Agreement, this Agreement shall be paramount.
22. This Agreement, and any executed Insertion Orders, constitute the entire agreement between the Parties and may not be modified except in a written agreement signed by both Parties. Those obligations under this Agreement and any executed Insertion Orders, which by their nature extend beyond the term of this Agreement, including without limitation all obligations of indemnity, shall survive the expiration or termination of this Agreement.
23. This Agreement and all Insertion Orders shall be construed in accordance with and governed by the laws of the State of New Jersey without reference to conflict of laws principles. Any action to enforce this Agreement or any Insertion Order shall be venued in the State or Federal Courts of New Jersey.
24. The failure of either Party to enforce any term, condition, or provision of this Agreement shall not constitute a waiver of such provision or of the right to later enforce such provision
25. If any provision of this Agreement shall be held invalid or unenforceable by competent authority, such provision shall be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law, and shall not affect the other provisions hereof.
26. All notices hereunder shall be in writing and shall be deemed to have been delivered on the day of mailing if sent by registered or certified mail, postage prepaid and return receipt requested to the addresses set forth below or such other address as previously provided in writing by the receiving Party.