Posologic License Agreement

BETWEEN Pharmafile Solutions Inc. (hereafter "Pharmafile"), having its place of business at 310-1500 du College, Montreal Qc. H4L 5G6, and represented by Mr. Claude Farrier, its President and CEO,

AND CLIENT

WHEREAS Pharmafile Solutions Inc. (hereafter "Pharmafile") owns all rights, titles and interests in the Posologic software product line (the "Product (s)");

WHEREAS CLIENT wishes to obtain a license to use one or more Products;

WHEREAS the use by CLIENT of the Products involves the collection, processing and hosting of data on the Pharmafile server(s) of certain Confidential Information (as defined below) belonging to CLIENT's patients (the "Patients"), as well as some CLIENT Information (the Confidential Information and CLIENT Information being defined below);

CLIENT AGREES AS FOLLOWS:

1. **Purpose of this Agreement**
   i. The purpose of this Agreement is to enable CLIENT to access and use the Products and to define the conditions of use surrounding them.
   ii. The purpose of this Agreement is also to define the terms and conditions applicable to the hosting services of the Confidential Information and CLIENT Information on the servers of Pharmafile (the "Data Hosting"); for more details, the "Confidential Information" is the personal information belonging to the Patients, and "CLIENT Information" is the information relating to CLIENT as an entity.

2. **License**
   i. CLIENT acknowledges and agrees that (i) Products that are protected by applicable intellectual property and other laws, (ii) all or any of the full or partial copies of any Version remain the property of Pharmafile, and are considered part of the Products for the purposes of of this Agreement.
   ii. CLIENT acknowledges and agrees that, without limiting the generality of what is otherwise provided for in this Agreement, the rights of Pharmafile to the Products include but are not limited to the source code and the graphic design elements thereof, as well as all information, data, reports, and other information or information databases that are part of the Posologic software products.
   iii. Except as expressly permitted by Pharmafile, CLIENT agrees not to (and not to permit any third party to): (i) modify the Products or create derivative works based on the Products; (ii) reproduce, copy or copy all or any of the Products; (iii) sell, resell, grant any license to use, decompile any of the Products or otherwise make it available to any third party; nor (iv) access the Products by any means other than via the interface provided by Pharmafile for access to the Products.

iv.   CLIENT will be responsible for the use of the Products by all CLIENT employees, Patients or subcontractors (the "Users") and will take all necessary steps to ensure that Users use the Products in accordance with the provisions of this Agreement.

v.   Subject to the terms of this Agreement, Pharmafile grants CLIENT a personal, non-exclusive, non-transferable and restricted license to use the Product (s) indicated below, by CLIENT or the Users, only for CLIENT internal purposes.

vi.   This Agreement does not grant CLIENT any other right, title, license or interest in the Product(s). Pharmafile may make changes to the Product(s) at any time without notice.

vii.   In order to give full effect to this License, Pharmafile will provide CLIENT users with unique usernames ("User names") and passwords ("Passwords") that CLIENT and its Users will use to access the Product (s).

3.   Protection and use of Confidential Information and CLIENT Information

i.   Pharmafile is committed to respecting, preserving and protecting CLIENT Confidential Information and CLIENT Information, as well as enforcing confidential information protection measures and CLIENT Information to the highest standards in the industry, especially in

(i)   Electronically protecting Confidential Information and CLIENT Information with security features such as encryption when transmitting from CLIENT computers to Pharmafile servers;

(ii)   Consolidating and maintaining Confidential Information and CLIENT Information in password-protected databases known only to Pharmafile's IT staff (the "Databases");

(iii)   Ensuring that all Pharmafile employees sign confidentiality Agreements to ensure that in the event that they have access to certain Confidential Information or CLIENT Information, no disclosure will be permitted;

(iv)   Ensuring the anonymity and protection of the Confidential Information and CLIENT Information received or transmitted by CLIENT in accordance with this Agreement; and

(v)   Ensuring that Confidential Information and CLIENT Information will only be accessed in the strict framework of the performance of this Agreement.

(ii)   Pharmafile undertakes during and after the termination of this Agreement, except to the extent permitted by this Agreement or required to fulfill its obligations under this Agreement or applicable law, not to disclose any Confidential Information or CLIENT Information to anyone for any purpose whatsoever.

(iii)   Pharmafile undertakes to promptly notify the person designated by CLIENT as the person responsible for the protection of the Confidential Information and CLIENT Information (the "Designated Official"), of any violation or attempted violation by any person of any either of the obligations relating to the protection of the confidentiality of the Confidential Information and CLIENT Information transmitted under this Agreement.

(iv)   Pharmafile agrees to allow the Designated Person to perform any such verification as it deems necessary with respect to the confidentiality and measures taken to protect the Confidential Information and CLIENT Information, all at a time not detrimental to the operation of the company of Pharmafile agreed by the parties.

4.   Costs

In consideration of the License, CLIENT agrees to pay to Pharmafile the sums indicated in the fee schedule of the agreement according to the terms and conditions therein, or allow Pharmafile to invoice CLIENT.

5. Term, renewal and termination
   i. This Agreement will commence on the date of CLIENT acceptance and is granted to CLIENT for as long as CLIENT uses the Products. CLIENT rights under the license will automatically terminate without notice from Pharmafile if you do not comply with any of the terms of the license. Upon expiration of the license, or upon non-payment of the terms and conditions CLIENT have accepted, CLIENT will be required to cease all use of the Products and to destroy all copies, complete or partial, of the Products.
   ii. The parties waive any claim for compensation resulting from the termination of this Agreement made in accordance with the terms of this Agreement.

6. Limitation of liability
   i. Subject to what is expressly provided for in this Agreement, the Products are provided "as is" and "as available" without any other warranty or condition of any kind, including without implied warranty or condition of merchantability, adaptation to a particular use and no violation of rights. Pharmafile expressly disclaims any implied warranty and CLIENT expressly disclaims such warranty.
   ii. CLIENT acknowledges and agrees that the content of the Product(s) is not exhaustive and is not presented as complete. Pharmafile is not responsible for any errors or omissions in the content of the Products.
   iii. Pharmafile and its licensors, agents, suppliers or subcontractors are not liable for any direct or indirect damages, including any loss of profit, caused by the use of the Product(s) or the Hosting of CLIENT information, of CLIENT Users or CLIENT Patients, including if such damage is a consequence of the fault or gross negligence of Pharmafile, as well as a malicious introduction into the computer system of Pharmafile, even if Pharmafile is aware of the possibility of such damages.
   iv. If, despite the foregoing, Pharmafile were to be held liable for any damages suffered by CLIENT, the Users or the Patients, such liability shall be limited to the annual amount paid by You to Pharmafile for the License under this Agreement at the two months immediately preceding the event giving rise to the claim; You agree to inform CLIENT Users and Patients of this limitation of liability and you agree to hold Pharmafile harmless and free from any claim by Users or Patients beyond such limitation.
   v. FOR FURTHER PRECISION AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, CLIENT IS THE ONLY PERSON RESPONSIBLE FOR (i) THE ENTRY AND ACCURACY OF CONFIDENTIAL INFORMATION AND CLIENT INFORMATION, II) THE INTERPRETATION OF DATA AND RESULTS PROVIDED BY THE PRODUCT(S), III) OF THE USE OF THE PRODUCT(S) OR THE TRANSMISSION OF THE CONTENT OF THE PRODUCTS TO PATIENTS OR THIRD PARTIES.
   vi. You acknowledge and agree that the Product(s) may be unavailable periodically due to planned or unplanned maintenance operations, or in the case of force majeure. Pharmafile will attempt to provide advance notice of any scheduled maintenance period. Pharmafile will attempt to perform scheduled maintenance outside of peak hours, with the understanding that under certain

circumstances scheduled maintenance may have to be done during business hours. No guarantee as to the availability of the Product(s) is provided by Pharmafile.

7. General provisions
   i.   Any application, notice or notice to be given to one of the parties in accordance with this Agreement shall be deemed to have been validly given if it is in writing and is delivered by (i) registered mail or (ii) by facsimile or other method of communication with acknowledgment of receipt, or iii) delivered personally. It shall be deemed to have been received by such party (i) the day following the date of dispatch if it is sent by facsimile or other method of communication with acknowledgment of receipt, (ii) the day of delivery, if delivered, and (iii) the fifth (5th) business day following the date of mailing if mailed (other than by confirmation).
   ii. This Agreement binds the parties and their successors, assigns and assigns and is to their respective advantage.
   iii. If any provision of this Agreement is held to be invalid by a court of competent jurisdiction, it is hereby repealed and the remaining provisions remain in effect without being invalidated in any way.
   iv. The parties to this Agreement are independent contractors. Neither this Agreement nor any additional provision is intended to create a partnership or joint venture between the parties.
   v.   This Agreement constitutes the entire Agreement between you and Pharmafile with respect to the matters addressed therein and will not be modified except in writing, by mutual Agreement of the parties. Similarly, this Agreement may not be assigned to a third party without the written consent of each of the parties.
   vi. No party will be deemed to have waived the exercise of any right unless the waiver is in writing.

The interpretation and execution of this Agreement are governed by the laws of Quebec. For the purposes of this Agreement, the parties elect domicile in the judicial district of Montreal.