



*Elevating Pharmacy*

## **MedEdge Solutions Terms of Service**

These Terms of Service ("Terms") govern access to and use of the Services. By accessing or using the Services, you agree to these Terms. If you use the Services on behalf of an organization, you represent you have authority to bind that organization.

### **1. Use of the Services**

You agree to:

- Use the Services only for lawful purposes and in accordance with documentation.
- Maintain accurate account information and safeguard credentials.
- Ensure your users comply with these Terms.

### **2. Acceptable Use**

You will not:

- Access or use the Services to violate law or third-party rights.
- Attempt to bypass security controls or probe/scan for vulnerabilities except as expressly permitted.
- Introduce malware or interfere with the Services' operation.
- Reverse engineer or extract source code except where prohibited by law.
- Use the Services to build a competing product based on proprietary features.

### **3. Customer Data**

You retain rights to Customer Data. You grant Company the right to process Customer Data to provide the Services, support, and maintain security. You represent you have the rights and permissions needed to provide Customer Data to the Services.

### **4. Security and Confidentiality**

Company maintains a security program designed to protect Customer Data. Each party will protect the other's confidential information using reasonable safeguards and will use it only for permitted purposes.



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## **5. Availability and Support**

Availability commitments, support levels, and service credits (if any) are described in your order form or service level terms.

## **6. Fees (If Applicable)**

Fees, billing frequency, and payment terms are described in your order form. Late payments may result in suspension consistent with the agreement.

## **7. Third-Party Services**

The Services may interoperate with third-party services (e.g., cloud providers, data sources). Your use of third-party services is governed by their terms, and Company is not responsible for third-party services.

## **8. Warranties and Disclaimers**

Except as expressly stated in an order form, the Services are provided “as is” and we disclaim warranties to the maximum extent permitted by law.

## **9. Limitation of Liability**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER PARTY WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, REVENUE, DATA, GOODWILL, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL COMPANY’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS EXCEED THE FEES PAID OR PAYABLE BY CUSTOMER TO COMPANY FOR THE SERVICES IN THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THE FOREGOING LIMITATIONS WILL NOT APPLY TO LIABILITY THAT CANNOT BE LIMITED BY LAW.

## **10. Termination and Data Return**

Either party may terminate as set forth in the order form. Upon termination, Company will return or delete Customer Data per the agreement and documented instructions, subject to legal retention.



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## **11. Governing Law**

These Terms are governed by the laws of the State of Delaware, without regard to conflict of laws principles. Exclusive venue will be the state or federal courts located in Delaware.

## **12. Changes**

We may update these Terms from time to time. Material changes will be communicated as required by law or contract.