

Thank you for choosing A3 Technologies and welcome to UgoRx (“We,” “Us”), an online platform and mobile application enabling your pharmacy (“You”) to review and analyze your pharmacy performance metrics, participate in a forum, and stay updated with the industry trends (“Platform”). Please read these Terms of Use (“Terms”) carefully because they serve as an agreement between **A3 Technologies, the software developer** and You, **and describes your rights and the conditions upon which you may use the UgoRx software.** To make these Terms easier to read, our services and Platform are collectively called the “Services.”

Services

- **My Dashboard:** Provides pharmacy overview, critical pharmacy business key performance indicators, and calculator function to assist owners in negotiating drug costs with wholesalers.
- **My Pharmacy:** Provides prescription data and details.
- **My Analytics:** Revenue generating tools such as ROIs, cost benefit ratios, and alternative NDCs and therapeutic substitutions.
- **My Medicare Part D:** Formulary management tools for Medicare Part D prescriptions.
- **My Community: Open forum to post and discuss topics relative to the independent pharmacy landscape**
- **My Marketplace:** Wholesaler marketplace for drug pricing.
- **My News:** Pharmacy industry news

Agreement to Terms

By using our Services, You agree to be bound by these Terms. If You don’t agree to be bound by these Terms, please do not use the Services.

By using the Services, You agree and consent that **A3 Technologies** may use the information/data You provide via the Services to analyze pharmacy reimbursements, collect and store the data provided, and share it (anonymously) with other users. At no time, **A3 Technologies** shall share personally identifiable information and data provided by You without Your written consent. You acknowledge and agree that no Personal Health Information (“PHI”) shall be shared via the Platform. PHI is defined in the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. 1320d and the corresponding regulations contained in titled 45, Code of Federal Regulations, parts 160 and 164 (collectively, “HIPAA”). Because no PHI shall be uploaded to the Platform or shared with Us, you agree that **A3 Technologies** does not act as Your Business Associate Agreement.

By using the Services, You agree that **A3 Technologies** may communicate with you via email or mobile text messaging regarding Services, billing, and advertising. You understand that email or mobile text messaging communication has risk of third-party interception and your personal information may be transmitted to unintended parties as a result of such interception. You expressly agree to hold **A3 Technologies** harmless for any damages associated with the security breach of your email or mobile text messaging or erroneous transmission.

A3 Technologies’ failure to enforce any right or provision of these Terms will not be considered a waiver of those rights. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of **A3 Technologies**. Except as expressly set forth in these Terms, the exercise by either party of any of its remedies under these Terms will be without prejudice to the other remedies under these Terms or otherwise.

A3 Technologies does not provide advice or recommends any action

A3 Technologies enables you to see your pharmacy's performance, to access the Forum, the Marketplace, and recent industry news. We do not provide any consulting service, nor are we affiliated with any provider, marketer, or sponsor. We do not recommend or endorse any specific vendor, consultant, products, procedures, opinions, or other information that may be mentioned in the Services or by any other means. Reliance on any information provided by Us is solely at your own risk. Never disregard professional advice because of something You have read or seen in our Services.

No responsibility for the information entered

We assume no responsibility for information provided to us. Without limiting the foregoing, **A3 Technologies** expressly disclaims all liability for any information entered by You or on your behalf, or for any act or omission of other users, marketers, vendors, or service/product providers. By using Our Services, you shall hold **A3 Technologies**, its shareholders, officers, directors, employees, agents, affiliates, vendors or partners harmless from and against any associated claims, disputes, demands, liabilities, damages, losses, costs and expenses for the acts or omissions made in reliance on information obtained through the Platform.

Mobile Security

Most communication with **A3 Technologies** occurs through your mobile device or computer, therefore your mobile device and computer will contain your personal confidential information. As a result, it is of utmost importance that you keep your mobile and computer devices secure at all times. If you are using public Wi-Fi or connect to internet on mobile devices, you are likely using unsecure mobile networks, putting your information at risk of interception. Mobile operating systems also do not provide absolute protection of stored information from unauthorized access. You must be concerned about misplacement and/or theft of your mobile device resulting in the unintended loss of confidential information.

The best way to protect mobile devices from security breaches is to have them password protected, encrypt them and/or install a remote wiping/disabling program into them. A remote wiping/disabling program allows users to quickly clear and disable a lost or stolen mobile device, which can possibly prevent or reduce the magnitude of the breach.

While **A3 Technologies** takes the utmost care in protecting your confidential information, it cannot protect information stored in your mobile or computer device. By using Services, you agree to hold **A3 Technologies**, its shareholders, officers, directors, employees, agents, affiliates, vendors or partners harmless from and against any claims, disputes, demands, liabilities, damages, losses, costs and expenses associated with security breaches occurring from theft/misplacement or any third-party intervention with your mobile or computer devices.

Your Pharmacy's Account

A3 Technologies enables You to create an account ("Account") and access Your web portal ("Web Portal"), where you can access, download, and upload information regarding your pharmacy's performance and dispensing trends. By using the Services, you agree and consent to comply with all applicable state and federal laws pertaining to storage, usage, and transmission of confidential information. You agree to hold **A3 Technologies** and its agents, employees, directors, officers,

contractors harmless for any breach of confidential information that may occur due to your use of the Services.

In some instances, multiple users may be linked to the same account (“a Linked Account”). If you decide to create a Linked Account, We will require you to designate the primary account holder (“Admin”), who may invite other users to the same account. If you are an Admin adding a user, you represent that you are an authorized representative of this account and that you have the authority to allow this data and access to be shared. You further agree to indemnify and hold harmless **A3 Technologies** from any allegations, claims, actions, suits, demands, damages, liabilities, obligations, losses, settlements, judgments, costs and expenses (including without limitation attorneys’ fees and costs) that result from the sharing of this data and access to your account.

You understand that you have no ownership or other property interest in Account, Web Portal, any Services, or Linked Accounts, and all rights in and to your account are and will be owned by **A3 Technologies**.

Ownership

A3 Technologies grants you a non-transferable, non-exclusive, revocable, limited license to access and use the Services solely for internal business operations and not for commercial use. You acknowledge and agree that **A3 Technologies** will have no obligation to provide you with any support or maintenance in connection with the Web Portal or Services.

All IP rights, including copyrights, patents, trademarks, and trade secrets, in the Services and its content are owned by **A3 Technologies** or **A3 Technologies'** suppliers. Neither this Agreement (nor your access to the Services) transfers to you or any third party any rights, title or interest in or to such IP rights, except for the limited access rights set forth above.

Indemnity

You will indemnify, defend and hold harmless **A3 Technologies** and its officers, directors, employee and agents, from and against any claims, disputes, demands, liabilities, damages, losses, and costs and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with (i) your access to or use of the Services, including Web Portal, (ii) your violation of these Terms; or/and (iii) your non-compliance with any applicable laws and regulations.

Privacy Policy

Please refer to [our Privacy Policy](#) for information on how we collect, use and disclose information from our users. By using our Services, you agree to this Privacy Policy.

Beta Service Disclaimer

You acknowledge that: (i) the Services (or portions of the Services) made available under these Terms may be in a beta development stage or may have otherwise not been made commercially available by **A3 Technologies**; (ii) the Services may not operate properly, be in final form or fully functional; (iii) the Services may contain errors, design flaws or other problems; (iv) **A3 Technologies** has no obligation to

release a commercial version of the Services; and (v) **A3 Technologies** has the right unilaterally to abandon development of the Services, at any time and without any obligation or liability to you.

Changes to Terms or Services

We may modify the Terms from time to time. If we do so, we'll let you know either by posting the modified Terms on the web application or through other communications to you. It's important that you review the modified Terms because if you continue to use the Services after we've let you know that the Terms have been modified, you are indicating to us that you agree to be bound by the modified Terms. If you don't want to be bound by the modified Terms then you should not use the Services any more. We're always striving to improve the Services and, because our Services are evolving over time, we may change or discontinue all or any part of the Services. This change may happen at any time and without notice.

DISPUTE RESOLUTION

Governing Law

These Terms and any action related thereto will be governed by the laws of the State of California.

Agreement to Arbitrate

You agree that any dispute, claim or controversy arising out of or relating to these Terms or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be settled by binding arbitration, except that each party retains the right: (i) to bring an individual action in small claims court and (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights. ("IP Protection Action"). The exclusive jurisdiction and venue of any IP Protection Action will be the state and federal courts located in the Central District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class member in any purported class action or representative proceeding against **A3 Technologies**. Further, unless both you and **A3 Technologies** otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. If this specific paragraph is held unenforceable, then the entirety of this "Dispute Resolution" section will be enforceable as permitted by law. Except as provided in the preceding sentence, this "Dispute Resolution" section will survive any termination of these Terms.

ARBITRATION NOTICE: YOU AGREE THAT DISPUTES BETWEEN YOU AND A3 TECHNOLOGIES WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

Arbitration Rules

The arbitration will be administered by JAMS by a single arbitrator in accordance with the JAMS Arbitration Rules. The Federal Arbitration Act will govern the interpretation and enforcement of this Section.

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in JAMS Rules.

Arbitration Location and Procedure

A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in JAMS Rules.

Unless you and **A3 Technologies** otherwise agree, the arbitration will be conducted in the county of Los Angeles. If your claim does not exceed \$25,000, then the arbitration will be conducted solely on the basis of the documents that you and **A3 Technologies** submit to the arbitrator, unless the arbitrator determines that a hearing is necessary.

Contact Information

If you have any questions, please contact us at:

A3 Technologies, Inc.
844.414.0846