

1 Year Recertification Plan Program Agreement

PLEASE CAREFULLY READ THE FOLLOWING TERMS AND CONDITIONS OF THIS AGREEMENT (THE "AGREEMENT"). THIS AGREEMENT IS A LEGALLY BINDING AGREEMENT BETWEEN YOU AND THE AMERICAN SOCIETY OF HEALTH-SYSTEM PHARMACISTS, INC. ("ASHP", "WE", OR "US"). PLEASE UNDERSTAND THAT BY CLICKING THE "I AGREE" CHECKBOX BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS AGREEMENT, THAT YOU UNDERSTAND IT, AND THAT YOU AGREE TO BE BOUND BY ALL OF ITS TERMS AND CONDITIONS FOR THE FULL ENROLLMENT TERM DESCRIBED BELOW. THIS AGREEMENT SETS FORTH YOUR RIGHTS AND OBLIGATIONS WITH RESPECT TO YOUR ENROLLMENT IN ASHP'S 1 YEAR RECERTIFICATION PLAN THAT INCLUDES ONE OR MORE OF THE FOLLOWING SPECIALTIES: ASHP'S PHARMACOTHERAPY SPECIALTY, ASHP'S CRITICAL CARE PHARMACY SPECIALTY, AND ASHP'S PEDIATRIC PHARMACY SPECIALTY. RECERTIFICATION RESOURCES INCLUDE ON-LINE MATERIALS (THE "RECERTIFICATION RESOURCES"). IF YOU DO NOT AGREE TO ANY TERM OR CONDITION OF THIS AGREEMENT, YOU MUST NOT CHECK THE "I AGREE" CHECKBOX AND MUST STOP THE REGISTRATION PROCESS.

BY INDICATING ON THE CREDIT CARD PURCHASE PAGE THAT YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, YOU WILL HAVE ENTERED INTO A LEGALLY BINDING AGREEMENT WITH ASHP.

The words "you", "your", or "user", whether or not capitalized, as used herein, refer to all individuals registering to access one or more of ASHP's suite of Recertification Resources.

Access Authority and Conditions

Subject to compliance with each of the terms of this Agreement, ASHP agrees to permit You to access and use ASHP's Recertification Resources during the Term of this Agreement. You understand and agree that the Recertification Resources are comprised of many different activities that are released on a rolling basis throughout the year and that You will not have access to all activities immediately upon your enrollment but rather will gain access immediately upon the release of each activity. Your access to the Recertification Resources is subject to the following conditions:

1. You must be eighteen (18) years of age or older to purchase access to the Recertification Resources.
2. The Recertification Resources are to be accessed and used solely by You. Upon your successful registration You will be provided instructions that will permit

You to access, via ASHP Single Sign on, the Recertification Resources beginning immediately. Recertification Resources are allocated to your ASHP Single Sign on account, and are not transferrable to be used by any other persons. You may download material in accordance with the terms of Recertification Resources, as applicable. You are responsible for protecting and keeping your account confidential.

3. You acknowledge that You have no claim to ownership of the Recertification Resources by reason of its use or access to any of the material provided in the Recertification Resources. Recompiling, publication or republication of any portion of the Recertification Resources is strictly prohibited.
4. You may not use the Recertification Resources in any way which, in ASHP's reasonable judgment, adversely affects ASHP's business or business prospects or interferes with the ability of other members/users to use the Recertification Resources.
5. ASHP may terminate, update, alter, or supplement all or any part of the Recertification Resources at any time. By permitting access to the Recertification Resources, ASHP does not convey any interest in or to the Recertification Resources or any of ASHP's property or services. All rights, title and interest in and to the Recertification Resources are and shall remain in ASHP.
6. You understand and agree that You will only have access to the Recertification Resources pertaining to the particular specialty for which you register, and you will not be permitted to switch Your registration to any other specialty area during the Term of this Agreement.
7. You agree that Your access to the Recertification Resources will be subject to any usage and accessibility requirements provided by ASHP from time to time, which include, for example, that access to any course content and activities will expire upon the earlier of either: (i) the expiration of your plan Term or (ii) the expiration date of the course.

Recertification Plan Period

This Agreement shall commence on the date you click on the "I Agree" check box (the "Effective Date"), pursuant to which you will be registering for the 1-Year Recertification Plan and agreeing to be bound by the terms of this Agreement. The Agreement and access to all course content and activities shall terminate on the date that is one (1) year from the date in which You were given access to the Recertification Resources (the "Term").

Recertification Plan Fees and Billing

By registering for the 1-Year Recertification Plan and accepting the terms and conditions of this Agreement, You are agreeing to be billed either the ASHP Member rate of One Hundred Eighty Dollars (\$180.00) or the Non-Member rate of Three Hundred Forty-five Dollars (\$345.00), as applicable (the "Recertification Plan Fee") upon registration. To renew Your ASHP membership or become a new member and receive the ASHP Member rate, contact ASHP Customer Relations at 866-279-0681.

All payments of the Recertification Plan Fee will be in U.S. Dollars. All Recertification Plan Fee payments are non-refundable. You must pay the Recertification Plan Fee with either a credit or debit card payment (Visa, MasterCard, American Express, and Discover). You must provide ASHP with accurate and complete payment information, including all of the following: (i) your name (as it appears on your credit/debit card), (ii) your credit/debit card number, (iii) the credit/debit card type, and (iv) the credit/debit card's expiration date. You are solely responsible for paying any taxes which may be imposed on your Recertification Plan Fee, including, without limitation any sales, use or value- added taxes.

Cancellation Rights

You may not cancel this Agreement for any reason. ASHP may cancel this Agreement only if You breach any of the material terms of this Agreement.

Discontinuation Rights

ASHP reserves the right to discontinue offering Recertification Resources at any time. If ASHP exercises this right, it will give You at least six months' advance notice of its intent to discontinue the Recertification Resources and the date on which the Recertification Resources will no longer be accessible (the "Discontinuation Date"). ASHP will refund You a pro rata portion of Your Recertification Plan Fee based on the number of months remaining in the Term after the Discontinuation Date.

Copyright and Proprietary Rights

ASHP owns all of the copyrights in and to the Recertification Resources. Any unauthorized copying or other prohibited use of any of the material in the Recertification Resources may result in Your liability for copyright infringement under U.S. and/or foreign law.

Disclaimer of Warranties

You acknowledge that all of the content of the Recertification Resources are provided on an "as-is" basis without warranty of any kind, either express or implied, including, but not limited to, the implied warranties of merchantability or fitness for a particular purpose. Without limiting any of the foregoing, none of ASHP, its affiliates, or their respective members, directors, officers, employees, or agents (collectively the "ASHP Parties") warrants that the Recertification Resources will be available on an uninterrupted basis.

Limitation on Liability

In no event will any of the ASHP Parties be liable for any special, incidental, indirect or consequential damages of any kind arising out of or in connection with your use, misuse, or inability to use of the Recertification Resources, whether arising in contract, tort, or otherwise.

You agree that in no event shall any liability of any of the ASHP Parties exceed the total amount of Recertification Plan Fees paid by you during the year prior to the date you assert a claim.

Indemnification

You agree to defend, indemnify, and hold harmless the ASHP Parties and their respective agents and assigns from and against any and all claims, losses, damages, judgments, costs and expenses (including attorneys' fees and expenses) arising out of

or related to Your use of the Recertification Resources or any breach of any of the terms of this Agreement.

Amendments

ASHP reserves the right to modify the terms and conditions of this Agreement at any time by posting a revised version hereof or by otherwise making such revised terms available for review by You. Any such modifications will supersede all prior versions after the revised version has been posted or otherwise made available as described above. Your continued use of the Recertification Resources after posting or availability constitutes Your agreement to the revision.

Nontransferable/No Assignment

You may not assign this Agreement or any of Your rights hereunder. Any such attempted assignment shall be null and void.

Controlling Law

This Agreement shall be deemed to be a contract made under the laws of the State of Maryland, and for all purposes shall be governed, interpreted, and enforced in accordance with the laws of the State of Maryland, without giving effect to any choice or conflict of law provision or rule (either of the State of Maryland or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Maryland.

Mediation and Arbitration

Any dispute or disagreement arising between the parties in connection with this agreement which is not settled to the mutual satisfaction of the parties within thirty (30) days (or such longer period as may be mutually agreed upon) from the date that either party informs the other party in writing that such dispute or disagreement exists, shall be settled first by nonbinding mediation in the city of Bethesda, Maryland. There shall be one (1) mediator, the fees and costs for whom shall be shared equally by the parties. The parties agree that all parties, consultants, employees, agents and counsel involved in the mediation, along with the mediator, shall treat all aspects of the mediation as confidential and inadmissible in any arbitration or litigation proceeding to prove liability or damages.

In the event that any claim or controversy related to this agreement is not resolved pursuant to mediation, then such dispute or controversy shall be settled by binding arbitration in the city of Bethesda, Maryland, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in effect. Each party shall bear the cost of preparing and presenting its respective case. The cost of the

arbitration, including the fees and expenses of the arbitrator(s), shall be shared equally by the parties, unless the award otherwise provides.

General Provisions

This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and supersedes any prior written or oral agreements between them with respect thereto. The nonenforcement or waiver of any provision of this Agreement on one occasion shall not constitute a waiver of such provision on any other occasion unless expressly so agreed in writing.

Revised: July 2020