



**PK Software, Inc.**  
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### **DATA CONVERSION WAIVER AND RELEASE**

The undersigned has requested that PK Software, Inc. a Utah corporation (“PKS”) perform certain data conversion and related services for and in behalf of the undersigned. The undersigned recognizes and agrees that such data conversion is inherently risky, and, due to no fault of PKS, data could be lost in connection with the conversion process. The undersigned further represents and agrees that PKS has explained to the undersigned such risks of data loss in the conversion process.

Notwithstanding such disclosed risks, the undersigned hereby requests that PKS perform the data conversion services and, in addition to other consideration paid to PKS for such data conversion services, hereby waives and releases PKS from and against any and all claims, demands, damages, actions, causes of action, or suits at law or in equity of whatsoever kind or nature which the undersigned has, or may have, for or because of any matter or thing done, omitted, or suffered to be done by PKS, and particularly with respect to any and all damages or injuries of every kind and description, past, present or future, to the property of the undersigned, arising from or in any way connected with the data conversion services to be performed by PKS at the request of the undersigned.

The undersigned hereby declares that the terms of this Waiver and Release have been completely read and are fully understood and are voluntarily accepted for the purpose of waiving and releasing PKS from and against any and all claims, damages, or suits, disputed or otherwise, which the undersigned has or may have against PKS, its agents, employees, officers, and directors, in any way connected with or arising out of the services performed by PKS for the undersigned.

#### **Conversion information:**

1. You will be asked by PK Software to acknowledge that you have checked your data.
2. If the pharmacy does not spend adequate time in validating the converted TEST data in The Compounder there is little that can be done after the final conversion. This is why we stress putting time in to check your data. Remember: “Bad data in... Bad data out”.

3. If the pharmacy does not fully test their data and schedules the final conversion and then after decides that it wants to wait there may be a charge for redoing/rescheduling another data conversion.
4. Any changes in the TEST data will not be in the final conversion. Any changes will need to be redone after the FINAL conversion. This includes Rx label changes, insurances, etc.
5. No information in the TEST data file will be MERGED into the final conversion so this data is not intended to be used. It will help you clean up your old database.
6. The pharmacy is strongly encouraged to read and understand the manual for The Compounder software, the online help system and to use the TEST database before going live.
7. Once the pharmacy says the TEST data looks OKs, they will PK Software to schedule the final data conversion. The final conversion requires the time of PK Software staff and the pharmacy IT staff. We generally recommend a weekend to do the data conversion. This allows for more time in case any issues may arise. The day after the conversion is called the "Go Live" date.
8. Before the final conversion takes place, PK Software will contact you to get your latest data. The conversion process will repeat itself again but this time it will be your live data.

This Waiver and Release shall bind the undersigned, its heirs, executors, administrators, successors, and assigns.

DATED this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Pharmacy name: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner's signature: \_\_\_\_\_