

Last Updated: July 11, 2025

PLATFORM TERMS OF USE

This PLATFORM TERMS OF USE (“**Terms**”), is a binding agreement made and entered into by and between PharmalytIQ LLC and its Affiliates (as defined below), (“**the Company**” or “**PharmalytIQ**” or “**we**” or “**us**” or “**our**”) and the Customer (as defined below).

IMPORTANT: PLEASE READ ALL OF THE FOLLOWING TERMS OF USE, CAREFULLY. THESE TERMS CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. THESE INCLUDE (BUT ARE NOT LIMITED TO) VARIOUS LIMITATIONS AND EXCLUSIONS, A BINDING ARBITRATION CLAUSE, A CLASS ACTION WAIVER, A CLAUSE THAT GOVERNS THE JURISDICTION AND VENUE OF DISPUTES, AND OBLIGATIONS TO COMPLY WITH APPLICABLE LAWS AND REGULATIONS.

1. Acceptance.

By clicking the acceptance box or button, signing a relevant Order Form, or accessing our Website, Products or Services, you accept and agree to be bound by these Terms and Conditions (“**Terms**”). If you do not want to agree to these Terms or the <https://www.340bpharm.com/privacy-policy>, you must not access or use the Website. By using this Website, you represent and warrant that you are of legal age to form a binding contract and meet all the foregoing eligibility requirements

Company Services are made available only to persons who are the age of majority and can form legally binding contracts under applicable law. Without limiting the foregoing, our Services are not intended to be used by individuals under the age of 18. If you do not qualify, you must not access or use our Website, Products, or Services.

If you are accepting these Terms on behalf of a company, a governmental body, or other legal entity, you represent and warrant that you have the authority to bind such entity; that such entity agrees to be legally bound by the Terms; and that neither you nor such entity are barred from using Company Services or accepting the Terms under the laws of the applicable jurisdiction. If acceptance is on behalf of an entity, then any reference to the terms “you” and “your” shall mean that entity. PharmalytIQ and Customer, Authorized User (as defined herein) and you may be referred to herein collectively as the “**Parties**” or individually as a “**Party**.”

Your use of Company Services is also subject to our Privacy Policy and Intellectual Property Policy, which are available on the Site at www.340bpharm.com/legal as well as any policies and procedures we publish from time to time (collectively, the “**Policies**”). You agree that all information you provide to register with this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Policy and you consent to all actions we take with respect to your information consistent with our Privacy Policy.

We reserve the right to modify these Terms at any time, with such changes becoming effective upon PharmalytIQ posting the modified Terms to the Site or upon written notice to you in your Account (defined herein) or by email to the Customer. Each time you use our Website, Products, or Services, the then-current version of the Terms will apply. If you use our Website, Products, or Services after a modification of these Terms, you agree to be bound by the Terms as modified. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or personal information. We have the right to disable any user name, password, or other identifier, whether chosen by your or provided by us, at any time in Our sole discretion for any or no reason, including if, in our opinion, you have violated a provision of these Terms.

You represent that any information you submit to us when using our Website, Products, or Services is accurate, truthful, and current. You also represent that your use of our Website, Products, or Services does not violate any applicable law or regulation.

2. Definitions.

The definitions for some of the defined terms used in these Terms are set forth below. The definitions for other defined terms are set forth elsewhere in these Terms.

2.1 “Affiliate” means, with respect to any entity, any other entity that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such entity. Affiliates of PharmalytIQ LLC include, but are not limited to PRxP of New York LLC dba Broadway Family Pharmacy, Physicians Rx Pharmacy LLC, ICARE RX LLC, PRxP of CA LLC, Healthcare Ventures Group LLC, and Healthcap Solutions LLC. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of an entity, whether through the ownership of voting securities, by contract, or otherwise.

2.2 “Authorized User” means an employee, agent, representative, or individual contractor of Customer (including, any sales representatives and retailers), or such other party who has been authorized by Customer to use our Website, Products, or Services, as well as any guest invited by Customer to access and use our Website, Products, or Services.

2.3 “Company Product(s)” means the products or applications offered by us in connection with our Services that are described on the applicable Order Forms including without limitation our Software and the Equipment.

2.4 “Company Platform” means the online platform, access to which Customer has purchased pursuant to an Order Form, including the online-accessible pharmacy data and analytics platform, software-as-a-service, hosting, maintenance and/or support made available by us for remote access and use by Customer and its Authorized Users, including any Documentation and Updates thereto and any technology used by us in connection with the foregoing.

2.5 “Company Services” means the services provided by us under the applicable Order Form, including but not limited to the Platform and other services as we may offer or provide from time to time. Such Services are provided by us in our role as Data Processor on behalf of the

Customer, Authorized User, or you.

2.6 “Company Software” means the data collection software developed by us and such other software as may be from time to time provided by us as software pre- installed on Equipment, software-as-a-service, or other such means as may be determined by us from time to time.

2.7 “Customer Installed Programs” means any third-party software or, if applicable, Customer’s or any Authorized User’s own proprietary software that Customer or such Authorized User is required to have installed on their own computers in order to access and properly interact with our Website, Products, or Services.

2.8 “Customer” means the person or entity (i) who has subscribed to our Website, Products, or Services, and/or with respect to whom we have created a Company Account; and (ii) has specifically authorized you as an Authorized User to access our Website, Products, or Services under their Company Account subject to these Terms.

2.9 “Data Controller” means an entity that has the authority over the processing of personal information. This entity controls the use of personal data by determining the purposes for its use and the way the data will be processed. The Customer, Authorized User, or you serve as the Data Controller responsible for decisions regarding any data or content stored, processed, or otherwise transmitted using our Products.

2.10 “Data Processor” means an individual or organization that processes data on behalf of the Data Controller. In connection with the processing of Personal Data, we serve as a Data Processor in furtherance of decisions by the Customer, Authorized User, or you regarding the processing of Personal Data”.

2.11 “Destructive Elements” means computer code, programs, or programming devices that are intentionally designed to disrupt, modify, access, delete, damage, deactivate, disable, harm, or otherwise impede in any manner, including aesthetic disruptions or distortions, the operation of our Product or any other associated software, firmware, hardware, computer system, or network (including, without limitation, “Trojan horses,” “viruses,” “worms,” “time bombs,” “time locks,” “devices,” “traps,” “access codes,” or “drop dead” or “trap door” devices) or any other harmful, malicious, or hidden procedures, routines, or mechanisms that would cause our Product to cease functioning or to damage or corrupt data, storage media, programs, equipment, or communications, or otherwise interfere with operations.

2.12 “Documentation” means any guides and other documentation for our Website, Products, or Services that we provide to Customer either directly or through publication on the Platform or other means made available to the Customer.

2.13 “Equipment” means certain data collection hardware containing an object-code version of the PharmalytIQ Software.

2.14 “GDPR” means the Global Data Protection Regulation otherwise known as Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons about the processing of personal data and on the free movement of such data.

2.15 “Intellectual Property Right(s)” means, with respect to any thing, material or work (hereinafter, a “Work”): (a) any and all worldwide copyrights, trademarks, trade secrets and any other intellectual property and proprietary rights and legal protections in and to such Work including but not limited to all rights under treaties and conventions and applications related to any of the foregoing; (b) all patents, patent applications, registrations and rights to make applications and registrations for the foregoing; (c) all goodwill associated with the foregoing; (d) all renewals, extensions, reversions or restorations of all such rights; (e) all works based upon, derived from, or incorporating the Work; (f) all income, royalties, damages, claims, and payments now or hereafter due or payable with respect thereto; (g) all causes of action, either in law or in equity for past, present or future infringement based on the Work; (h) all rights corresponding to each of the foregoing throughout the world; and (i) all the rights embraced or embodied therein, including but not limited to, the right to duplicate, reproduce, copy, distribute, publicly perform, display, license, adapt, prepare derivative works from the Work, together with all physical or tangible embodiments of the Work.

2.16 “Order Form” means a document or website form whether or not entitled or specifically identified as a “Order Form” that is signed or otherwise agreed to by authorized representatives of both Parties and that sets forth various terms and conditions applicable to our Website, Products, or Services purchased or subscribed for by the Customer, which may include any or all of the following: (i) the Platform; (ii) any Company Product(s) or Company Services being ordered; (iii) the Subscription Term; (iv) the applicable fees; and (v) other mutually-agreed upon terms and conditions. Each Order Form is deemed incorporated into and made a part of these Terms. To the extent any provision set forth in the Order Form conflicts with any provision set forth elsewhere in these Terms, the provision set forth in these Terms shall govern, unless the Order Form includes the section numbers of these Terms that the Parties agree no longer govern or are modified for the matters covered thereby.

2.17 “Prohibited Content” means content that: (i) is illegal under applicable law; (ii) violates any third party’s intellectual property rights, including, without limitation, copyrights, trademarks, patents, and trade secrets; (iii) contains indecent or obscene material; (iv) contains libelous, slanderous, or defamatory material, or material constituting an invasion of privacy or misappropriation of publicity rights; (v) promotes unlawful or illegal goods, PharmalytIQ Services, or activities; (vi) contains false, misleading, or deceptive statements, depictions, or sales practices; (vii) contains Destructive Elements; or (viii) is otherwise objectionable to us in our sole discretion.

2.18 “Severe Infraction” means breach or violation by Customer or any Authorized User of their respective obligations not to (nor authorize, permit, or encourage any third party to) do the following: (i) reverse engineer, decompile, disassemble, or otherwise attempt to discern the source code or interface protocols of our Website, Products, or Services; (ii) modify, adapt, or translate our Website, Products, or Services; (iii) make any copies of our Website, Products, or Services; (iv) resell, distribute, or sublicense the any of our Products or Services, or use any of the foregoing for the benefit of anyone other than Customer or the Authorized Users unless expressly set forth in the Order Form; (v) use any of our Products or Services (1) in violation of any applicable law or regulation, for any illegal purpose, or in a way that violates, infringes, or misappropriates our or any third party’s Intellectual Property Rights, as determined us in our sole and absolute discretion, (2) in order to build a competitive (or substitute) product or service, or

Terms of Use

(3) for any purpose not specifically permitted in these Terms; (vi) introduce, post, or upload to any of our Website, Products, or Services any Prohibited Content; (vii) attempt a denial of service attack on our system or any part thereof, or attempt to hack or break any security mechanism of or on the system or any Service; (viii) access or use any of our Website, Products, or Services in a way that poses a security or service risk to us, to any user of our Services offered by us, to any third party, or to any of our or their respective customers, or may subject us or any third party to liability or damages; (ix) access or use our Website, Products, or Services in a way intended to avoid incurring Fees or exceeding usage limits or quotas or (x) if we determine, in our sole and absolute discretion, that the provision of any of our Website, Products, or Services to Customer or any Authorized User is prohibited by any applicable law, or has become impractical or unfeasible for any legal or regulatory reason.

2.19 “Site” means the Company’s website located at www.pharmalytiq.com or any other website under the ownership and control of the Company or our Affiliates or provided in connection with our Website, Products, or Services.

2.20 “Subscription Term” is the applicable license or subscription period defined and set forth in the Order Form. If for any reason the Order Form does not provide a Subscription Term, the Subscription Term shall be twelve (12) months from the applicable invoice date or effective date specified in the Order Form.

2.21 “Updates” means any corrections, fixes, patches, workarounds, and minor modifications to the Platform Service that we provide generally to customers.

3. Registration & Account.

Certain of Company Services, including the Platform, or portions of the Website may require you to register for an account (“**Account**”). As part of the Account creation process, you may be asked to provide a username and password unique to the Account (“**Login Information**”). You are responsible for the confidentiality and use of your Login Information and agree not to transfer or disclose your Login Information to any third party other than an individual with express authority to act on your behalf. If you suspect any unauthorized use of your Account, you agree to notify us immediately. You are solely responsible for any activities occurring under your Account. You have no ownership right to your Account. If you are registering an Account as the Authorized User of an organization, that organization may have administrator rights to access your account and any information provided under your Account.

If you register for Company Services on behalf of an organization, you may grant access to our Services to certain Authorized Users, subject to the limits of any plan for which you enroll. We may require that each Authorized User have unique Login Information. When registering for an Account and accessing our Services, you represent or warrant that the information you enter for your organization is correct. You acknowledge and agree that (i) the organizational account owner is responsible for all activity under Authorized User accounts and (ii) organizational administrators may have access to all activity/data under all Authorized Users’ accounts.

Prohibited Uses. You agree not to use the Website:

In any way that violates any applicable federal, state, local, or international law or regulation

(including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.

To transmit, or procure the sending of, any advertising or promotional material [without our prior written consent], including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.

To impersonate or attempt to impersonate the Company, a Company employee, another user, or any other person or entity (including, without limitation, by using email addresses [or screen names] associated with any of the foregoing).

To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Website, or which, as determined by us, may harm the Company or users of the Website or expose them to liability.

Additionally, you agree not to:

Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the website

Use the Website in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Website, including their ability to engage in real time activities through the Website.

Use any manual process to monitor or copy any of the material on the Website, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent.

Use any device, software, or routine that interferes with the proper working of the Website.

Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.

Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.

Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.

Otherwise attempt to interfere with the proper working of the Website.

4. Intellectual Property Rights; License; Restrictions on Use.

4.1 Intellectual Property Rights. As between the Company and Customer, the Company (and/or its licensors) retains title to and ownership of our Website, Software, Products, or Services, the Documentation, and any content, materials, improvements or derivative works thereof, together with all copyrights, trademarks, and other Intellectual Property Rights relating thereto. Customer will have no rights with respect to our Intellectual Property Rights, our Website, Software, Products, or Services or the Documentation other than those expressly granted under these Terms.

5. Third-Party Materials.

The Site may contain links to websites we do not operate, control, or maintain (“**Third-Party Websites**”). We do not endorse any Third-Party Websites, and we make no representation or warranty in any respect regarding the Third-Party Websites. Any links to Third-Party Websites are provided solely for your convenience. If you do access any Third-Party Websites, you do so at your own risk and waive any and all claims against us regarding the Third-Party Websites or our links thereto.

Company Products or Services may be compatible with certain software, applications, and resources we do not operate, control, or maintain (“**Third-Party Software**”). We are not affiliated with and do not endorse any Third-Party Software, and we make no representation or warranty in any respect regarding any Third-Party Software. Any links to Third Party Software provided through our Website, Products, or Services are provided solely for your convenience. If you do access or use any Third-Party Software, you do so at your own risk and waive any and all claims against us regarding the Third-Party Software or our links thereto. To be sure, you use of any Third-Party Software may be governed by the specific terms and conditions set forth by such third parties. Accordingly, Customer acknowledges that the use of any Third-Party Websites or Third-Party Software is governed by such terms and conditions and licenses between Customer and such third parties (“**Third-Party Terms and Conditions**”). Customer agrees and acknowledges that it is responsible for complying with such Third-Party Terms and Conditions and is in fact in such compliance. CUSTOMER AGREES TO INDEMNIFY THE COMPANY FOR ANY COSTS, INCLUDING ATTORNEYS FEES, ARISING FROM ANY CLAIMS AGAINST PHARMALYTIQ DUE TO ACTIONS OF THE CUSTOMER WHICH ALLEGEDLY VIOLATE SUCH THIRD-PARTY TERMS AND CONDITIONS.

Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you, or by anyone who may be informed of any of its contents.

This Website may include content provided by third parties, including materials provided by other users and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all content, other than the content provided by the Company are solely the opinions and the responsibility of the person or entity providing those materials. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

Geographic Restrictions

We provide this Website for use only by persons located in the United States. We make no claims that the Website or any of its contents is accessible or appropriate outside of the United States. Access to the Website may not be legal by certain persons or in certain countries. If you access the Website from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

6. Customer Data.

Customer will own all right, title, and interest in and to (a) any intellectual property existing prior to the effective date of these Terms that was owned or developed by Customer; (b) anything Customer develops independent of its relationship with us ; (c) pharmacy data, documents, email, or other data uploaded through our Services or otherwise provided to the Company in the course of using our Website, Products, or Services; and (d) any data or documents uploaded to our Services by Customer or any of its Authorized Users (collectively, “**Customer Data**”). We acknowledge and agree that, at all times, we are not and shall not be, the rightful owner of Customer Data, and shall not use Customer Data, except as expressly permitted by these Terms, required by law, required to provide Company Services to you, or as otherwise authorized by you in writing. Subject to the restrictions in this paragraph, Customer grants the Company a non-exclusive right and license to collect, analyze, and use Customer Data any other information relating to the provision, use, and performance of various aspects of our Services and related systems and technologies including, without limitation, anonymous and aggregated information concerning Customer’s use of Company Services and we will be free, during and after the term hereof, to (i) use such Customer Data and any such other information to improve and enhance our Services and for the development, diagnostic, and corrective purposes in connection with the our Services, and (ii) disclose such Customer Data and any such other information solely in aggregate or other de-identified form in connection with our business. No rights or licenses are granted in the Customer Data except as expressly set forth herein. Our team is dedicated to keeping Customer Data secure. We will implement and maintain technical and organizational measures designed to protect Customer Data against accidental or unlawful loss, alteration, access or disclosure. Such measures will include but are not limited to encryption, monitoring, network controls, personnel training, and regular security testing.

7. Fees and Payment Terms.

7.1 Payment Terms. Customer shall pay the Company the fees set forth in the Order Form without offset or deduction (“**Fees**”). Customer shall make all payments hereunder in US dollars on or before the due date set forth in Order Form or otherwise in accordance with these Terms. If Customer fails to make any payment when due, in addition to all other remedies that may be available: (i) we may charge interest on the past due amount at the highest rate permitted under applicable law, calculated daily and compounded monthly; and (ii) Customer shall reimburse the Company for all costs incurred by us in collecting any late payments or interest, including attorneys’ fees, court costs, and collection agency fees. All Fees and other amounts payable by Customer under these Terms are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on the Company’s income.

7.2 Subscription Fees. We may require Fees for our Services to be paid on a recurring basis or on an as-used basis (“*Subscription Fees*”). By signing up for such Services, including after any free trial period, you agree to pay us the Fees as set forth in your Order Form, or as otherwise agreed in writing. In other instances, you may be charged on a per usage basis. Subscription Fees may be paid by credit card, debit card, or other payment forms we may permit. If you link a debit or credit card to your Account, you authorize us to collect Paid Service Fees by debit from your linked debit card or charge to your linked credit card. Fees are stated exclusive of all applicable duties, tariffs, and taxes. You agree to pay, in addition to the Fees, all applicable duties, tariffs, taxes, and similar government mandated charges which result from your purchase of Company Services, except taxes based on the Company’s own income.

8. Support.

You may submit support requests via the Company Help Desk at <https://sackscorp.atlassian.net/servicedesk>, or by emailing support@pharmalytIQ.com. The Company will respond to support requests within one business day. The Company will use best efforts to resolve support requests in a prompt and timely manner. Support is provided Monday through Friday 9-5 EST, except on federally recognized US holidays. In order to resolve support requests, we may require you to provide a general description of the operating environment, a list of hardware components, a reproducible test case, and certain log files, trace files, or system files. Failure to provide this information may prevent us from identifying and resolving the alleged issue. Support is provided only for active Order Forms.

9. Service Modifications; Maintenance; Updates.

9.1 Service Modifications. The Company reserves the right to and may at any time from time to time: (i) enhance, modify or remove any feature(s) or functionality of our Website, Products, or Services; (ii) add additional service offerings; or (iii) remove service offerings (parts (i) – (iii) collectively, “*Service Revisions*”). The Company may notify Customer of any material Service Revisions that will substantially impact Customer’s use of our Website, Products, or Services by posting notice of such material Service Revisions on the Platform or other support page or by e-mail. Unless, and only to the extent, the Company provides otherwise, any Service Revisions will become effective immediately upon their implementation by us. Customer’s and any Authorized User’s continued use of our Website, Products, or Services after any Service Revisions become effective constitutes Customer’s and that Authorized User’s acceptance of the Service Revisions.

9.2 Maintenance. At any time from time to time, with or without notice and without Company liability to Customer or any Authorized User, all or part of our Website, Products, or Services may be suspended: (i) in order to maintain (e.g. update, modify, upgrade, patch or repair) our system or any part or aspect of its infrastructure; (ii) as the Company determines may be required by applicable law; (iii) as the Company determines to be necessary to protect its system or any part thereof, or any other party of its infrastructure, from unauthorized access or any attack; or (iv) as the result of technical issues or system failures. We will make a good faith effort to notify Customer in advance of any scheduled suspension of our Website, Products, or Services.

9.3 Updates. Our Website, Products, or Services, including their functions and functionality, may be changed by us while these Terms are in effect by means of Updates. Updates may modify or delete in their entirety certain features and functionalities. You acknowledge and agree that Updates will be deemed to be part of our Website, Products, or Services, as applicable, and will be subject to the terms and conditions of these Terms. Customer agrees to install or otherwise implement Updates when made available by the Company, and Customer's sole recourse in the event it does not desire to accept an Update is to immediately cease the use of our Website, Products, or Services, as applicable.

10. Notice of Infringement.

The Company respects intellectual property laws and expects all Customers to do the same. It is our policy to terminate in appropriate circumstances the Accounts of Customers who infringe or are believed to be infringing the rights of Intellectual Property owners. Claims of trademark, copyright, or patent infringement or any other alleged intellectual property violations should be sent to the Company's designated agent. Please review the Company's Intellectual Property Policy, found at www.PharmalytIQ.com/Legal for further information regarding our intellectual property policies and procedures for notifying us of any alleged infringement.

11. Warranty Disclaimer.

Except as otherwise provided herein, you agree that our Website, Products, or Services are available on an "as is" basis, without any warranty, and that you use our Website, Products, or Services at your own risk.

WE DISCLAIM, TO THE MAXIMUM EXTENT PERMITTED BY LAW, ANY AND ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, (A) WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, (B) WARRANTIES AGAINST INFRINGEMENT OF ANY THIRD PARTY INTELLECTUAL PROPERTY OR PROPRIETARY RIGHTS, (C) WARRANTIES RELATING TO DELAYS, INTERRUPTIONS, ERRORS, OR OMISSIONS IN COMPANY SERVICES OR ON THE SITE, (D) WARRANTIES RELATING TO THE ACCURACY OR CORRECTNESS OF DATA ON COMPANY SERVICES, AND (E) ANY OTHER WARRANTIES OTHERWISE RELATING TO OUR PERFORMANCE, NONPERFORMANCE, OR OTHER ACTS OR OMISSIONS .

WE DO NOT WARRANT THAT OUR WEBSITE, PRODUCTS, OR SERVICES WILL OPERATE ERROR-FREE. IF YOUR USE OF OUR WEBSITE, PRODUCTS, OR SERVICES RESULTS IN THE NEED FOR SERVICING OR REPLACING EQUIPMENT OR DATA, WE ARE NOT RESPONSIBLE FOR ANY SUCH COSTS.

THE COMPANY MAKES NO, AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL, REPRESENTATIONS OR WARRANTIES REGARDING ANY SOFTWARE, FIRMWARE HARDWARE, COMPUTERS, EQUIPMENT, DEVICES, MATERIALS, NETWORK, OR DATA OR ANY CONDITIONS OR CONFIGURATIONS OF ANY OF THE FOREGOING THAT ARE NOT OWNED OR DIRECTLY CONTROLLED BY THE COMPANY OR ITS AFFILIATES (COLLECTIVELY "**NON-PHARMALYTIQ MATERIALS**"). UNDER NO CIRCUMSTANCE SHALL THE COMPANY OR ANY OF ITS AFFILIATES BE LIABLE FOR OR WITH RESPECT TO ANY LOSS OR DAMAGE ARISING FROM OR IN CONNECTION

WITH ANY ERROR, FAULT OR TECHNICAL PROBLEM THAT IS CAUSED DIRECTLY OR INDIRECTLY BY ANY NON- COMPANY MATERIALS. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN CATEGORIES OF DAMAGES OR IMPLIED WARRANTIES; THEREFORE, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, OUR LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

12. Limitation of Liability.

TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW:

NEITHER THE COMPANY NOR ANY OF ITS AFFILIATES, AGENTS, REPRESENTATIVES, THIRD PARTY LICENSORS, RESELLERS, SUPPLIERS, OR CONTRACTORS SHALL BE LIABLE TO LICENSEE OR OTHERWISE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGES FOR BODILY INJURY OR DEATH, OR DAMAGE OR INJURY TO ANY PROPERTY, LOSS OF PROFITS, GOODWILL, USE, FILES, DATA, CONTENT, BUSINESS, OPPORTUNITIES, REVENUES, ANTICIPATED SAVINGS OR OTHERWISE (EVEN IF THE COMPANY OR ANY SUCH OTHER PERSON HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY WHATSOEVER) IN CONNECTION WITH ANY OF THE OFFERINGS, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE FOLLOWING: (I) ACCESS TO OR USE OF OR THE INABILITY TO ACCESS OR USE ANY COMPANY SERVICE OR ANY PART THEREOF OR OTHER OFFERINGS, OR ANY PART THEREOF; (II) THE PROVISION OF OR ANY DELAY OR FAILURE TO PROVIDE, OR ANY INTERRUPTION OF, ANY COMPANY SERVICE OR OTHER OFFERINGS; OR (III) ANY COMPANY SOFTWARE (WHETHER COMPRISING PART OF, OR UTILIZED IN CONNECTION WITH ANY COMPANY SERVICE OR OTHERWISE).

IN THE EVENT THAT, NOTWITHSTANDING THE PROVISIONS OF THE FOREGOING PARAGRAPH, THE COMPANY (OR ANY OF ITS AGENTS, REPRESENTATIVES, CONTRACTORS, AFFILIATES OR THIRD PARTY LICENSORS, SUPPLIERS OR CONTRACTORS) ARE FOUND LIABLE TO RESELLER OR OTHERWISE, FOR DAMAGES FROM ANY CAUSE WHATSOEVER RELATED TO THESE TERMS AND REGARDLESS

OF THE FORM OF ACTION OR THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY, THE AGGREGATE AMOUNT OF ALL SUCH LIABILITY SHALL BE LIMITED TO AND SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID OR PAYABLE TO THE COMPANY BY RESELLER UNDER THIS AGREEMENT FOR AND WITH RESPECT TO THE PARTICULAR SERVICES THAT GIVE RISE TO SUCH CLAIM, FOR THE MONTH IN WHICH THE CAUSE OF ACTION ACCRUED.

CUSTOMER HEREBY EXPRESSLY WAIVES ANY CLAIM THAT ANY EXCLUSIONS SET FORTH IN THIS SECTION OF THIS AGREEMENT DEPRIVE RESELLER OF AN ADEQUATE REMEDY OR CAUSE THE AGREEMENT TO FAIL OF ITS ESSENTIAL PURPOSE. CUSTOMER FURTHERMORE ACKNOWLEDGES THAT AN ESSENTIAL PURPOSE OF THE EXCLUSION OF WARRANTIES AND THE LIMITATION OF LIABILITY PROVIDED IN THIS AGREEMENT IS AN ALLOCATION OF RISK BETWEEN THE COMPANY ON THE ONE HAND, AND CUSTOMER ON THE OTHER, WHICH ALLOCATION OF RISK IS REFLECTED IN THE APPLICABLE FEES AND OTHER ARRANGEMENTS BETWEEN THE COMPANY AND LICENSEE IN THIS AGREEMENT AND THAT THE COMPANY WOULD NOT BE WILLING TO ENTER INTO THIS AGREEMENT WITH CUSTOMER, OR TO PROVIDE CUSTOMER WITH ANY SERVICES OR OTHER OFFERINGS, IF THE COMPANY WERE REQUIRED TO BEAR ANY ADDITIONAL RISK. THE FOREGOING LIMITATIONS AND EXCLUSIONS APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

The foregoing does not affect any liability that cannot be excluded or limited under applicable law

13. Confidential Information.

From time to time during the Term, either you or the Company may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in writing, and whether or not identified as “confidential” (collectively, “**Confidential Information**”). “Confidential Information” is any information that (a) is non-public; (b) is available only to Company Clients, providers, pharmacies, hospitals, Federally Qualified Health Centers “FQHC” and/or affiliates and subsidiaries; or (c) a reasonable investor would understand is confidential. Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving Party at the time of disclosure; (c) rightfully obtained by the receiving Party on a non-confidential basis from a third party; or (d) independently developed by the receiving Party. The receiving Party shall not disclose the disclosing Party’s Confidential Information to any person or entity, except to the receiving Party’s employees who have a need to know the Confidential Information for the receiving Party to exercise its rights or perform its obligations hereunder. Notwithstanding the foregoing, each Party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the Party making the disclosure pursuant to the order shall first have given written notice to the other Party and made a reasonable effort to obtain a protective order; or (ii) to establish a Party’s rights under these Terms, including to make required court filings. On the expiration or termination of these Terms, the receiving Party shall promptly return to the

Terms of Use

disclosing Party all copies, whether in written, electronic, or other form or media, of the disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the disclosing Party that such Confidential Information has been destroyed. Each Party's obligations of non-disclosure with regard to Confidential Information are effective as of the Effective Date and will expire five years from the date first disclosed to the receiving Party; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of these Terms for as long as such Confidential Information remains subject to trade secret protection under applicable law.

14. Questions Regarding Data Processing and Data Privacy.

Questions regarding how the Company processes, stores, or transmits data, including Personal Data, may be directed to the Company in accordance with our Privacy Policy found at www.340bpharm.com/legal

15. Electronic Signatures and Notices.

Certain activities on our Website, Products, or Services may require you to make an electronic signature. You understand and accept that an electronic signature has same legal rights and obligations as a physical signature.

If you have an Account, you agree that we may provide you any and all required notices electronically through your Account or other electronic means. You agree that we are not responsible for any delivery fees charged to you as a result of your receipt of our electronic notices.

16. Governing Law.

All matters relating to the Website and these Terms and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule. Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Website shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania in each case located in the City of Pittsburgh, or, at the Company's sole election, to binding arbitration before a single arbitrator pursuant to the American Arbitration Association's Commercial Dispute Resolution Procedures, with such arbitration to take place in the City of Pittsburgh, Pennsylvania

17. Dispute Resolution.

PLEASE READ THIS SECTION CAREFULLY. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A CLASS ACTION WAIVER.

17.1 Notice Requirement and Informal Dispute Resolution. Before either we or you may seek arbitration, the party seeking arbitration must send the other party a written Notice of Dispute ("**Notice**") describing the nature and basis of the claim or dispute and the requested relief. After the Notice is received, you and we may attempt to resolve the claim or dispute informally. If we

do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

17.2 Arbitration Rules. Arbitration shall be initiated through the American Arbitration Association (“*AAA*”), an established alternative dispute resolution provider (“*ADR Provider*”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties shall agree to select an alternative ADR Provider. The rules of the ADR Provider shall govern all aspects of the arbitration, including but not limited to the method of initiating and/or demanding arbitration, except to the extent such rules conflict with these Terms. The AAA Commercial Arbitration Rules (the “*Arbitration Rules*”) governing the arbitration are available online at www.adr.org or by calling the AAA at 1-800-778-7879. The arbitration shall be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) shall be resolved through binding non-appearance-based arbitration. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in Pittsburgh, Pennsylvania, unless the parties agree otherwise. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Each party shall bear its own costs (including attorney’s fees) and disbursements arising out of the arbitration and shall pay an equal share of the fees and costs of the ADR Provider.

17.3 Additional Rules for Non-Appearance Based Arbitration. The arbitration shall be conducted by telephone, online and/or based solely on written submissions; the specific manner shall be chosen by the party initiating the arbitration. The arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

17.4 Time Limits. If either you or we pursue arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

17.5 Authority of Arbitrator. If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties involved, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator shall have the authority to grant motions dispositive of all or part of any claim. The arbitrator shall have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the Arbitration Rules, and these Terms. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and us.

17.6 Waiver of Jury Trial. THE PARTIES HEREBY WAIVE THEIR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY, instead electing that all claims and disputes shall be resolved by arbitration under these terms. Arbitration procedures are typically more limited, more efficient and less costly than rules applicable in a court and are subject to very limited review by a court. In the event any

Terms of Use

litigation should arise between you and us in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU AND WE WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.

17.7 Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS SECTION 19 MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER.

17.8 Confidentiality. All aspects of the arbitration proceeding, including but not limited to the award of the arbitrator and compliance therewith, shall be strictly confidential. You agree to maintain confidentiality unless otherwise required by law. This paragraph shall not prevent a party from submitting to a court of law any information necessary to enforce this Section, to enforce an arbitration award, or to seek injunctive or equitable relief

17.9 Severability. If any part or parts of this Section 117 are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of this Section 17 shall continue in full force and effect.

17.10 Right to Waive. Any or all rights and limitations set forth in this Section 17 may be waived by the party against whom the claim is asserted. Such waiver shall not waive or affect any other portion of this Section 17.

17.11 Survival of Agreement. This Section 17 will survive the termination of your relationship with us.

17.12 Small Claims Court. Notwithstanding the foregoing, either you or we may bring an individual action in small claims court.

17.13 Emergency Equitable Relief. Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures shall not be deemed a waiver of any other rights or obligations under this Section 17.

17.14 Claims Not Subject to Arbitration. Notwithstanding the foregoing, claims of defamation, violation of the Computer Fraud and Abuse Act, and infringement or misappropriation of our Intellectual Property Rights shall not be subject to this Section 17.

18. Notice for California Users.

Under California Civil Code Section 1789.3, The provider of an electronic commercial service shall provide to consumers with which it contracts to provide the service, at the time it contracts to provide the service and annually, on or before June 30 of each year thereafter, (a) the name, address, and telephone number of the provider of service, (b) any charges to the consumer imposed by the provider for the use of the service, (c) the procedures a consumer may follow in order to resolve a complaint regarding the service or to receive further information regarding use

of the service, including the telephone number and address of the Complaint Assistance Unit of the Division of Consumer Services of the Department of Consumer Affairs.

19. Business Associate Agreement

To the extent performance of these Terms involves the use or disclosure of Protected Health Information as that term is defined in 45 C.F.R. §160.13, the Parties agree to enter into a business associate agreement (if required by HIPPA or other applicable health information privacy laws) in a customary form to be mutually agreed to by the Parties in connection herewith.

20. Entire Agreement.

These Terms including any Order Forms, and Policies contain the entire understanding of the Parties with respect to the subject matter hereof and supersede and replace all prior or contemporaneous agreements, proposals, understandings, commitments, or negotiations with respect thereto, including, without limitation, any confidentiality or non-disclosure agreements, whether written or oral, and any prior click-wrap, shrink-wrap, or browse-wrap agreements between the Parties with respect to the terms and conditions hereof. There are no other oral or written understandings, terms, or conditions, and neither Party has relied upon any representation, express or implied, not contained in these Terms.

21. Notices.

All notices, requests, consents, claims, demands, waivers, and other communications hereunder must be in writing and addressed to the Parties at the physical addresses or email addresses set forth on the signature page of these Terms (or to such other address that may be designated by the Party giving notice from time to time in accordance with this Section). All notices must be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), email, (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage pre-paid). Except as otherwise provided in these Terms, a notice is effective only: (i) upon receipt by the receiving Party, and (ii) if the Party giving the notice has complied with the requirements of this Section.

22. Equitable Relief.

Customer acknowledges and agrees that a breach or threatened breach by such Party of any of its obligations hereunder would cause the Company irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the Company will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

23. Survival

Any right or obligation of the Parties in these Terms which, by its express terms or nature and context is intended to survive termination or expiration of these Terms, will survive any such termination or expiration.

**BY YOUR USE OF OUR WEBSITE, YOU ACKNOWLEDGE THAT YOU HAVE READ
AND UNDERSTAND THESE TERMS AND AGREE TO BE BOUND BY THE TERMS
AND CONDITIONS THEREOF.**