

Authorized 340B Discount Recipient Truza™ Management Platform Agreement Terms and Conditions

This Authorized 340B Discount Recipient Truza™ Management Platform Agreement Terms and Conditions (together with all exhibits, appendices, annexes and attachments hereto, this “Agreement”) is a binding agreement between Kalderos, Inc. (“Kalderos,” “we,” “us” or “our”), on the one hand, and you, the Covered Entity you represent, and your employer if you are employed or acting as an agent for an entity other than such Covered Entity (collectively, “you” or “your”), on the other hand, effective as of the date when you enter your information and click the “confirm and next” button or check box presented with this Agreement (“Effective Date”). You represent to Kalderos that you are lawfully able to enter into contracts and have legal authority to bind any entity you represent. Kalderos and you are each a “Party” and together are the “Parties.” All services provided under this Agreement by Kalderos are described herein as the “Kalderos Services.”

Kalderos has developed the Truza™ Drug Discount Management Platform (as further defined and described below as the Management Platform) for use by Authorized 340B Discount Offerors. You may use the Management Platform as provided in this Agreement for the purpose of exchanging information with Authorized 340B Discount Offerors.

Certain Authorized 340B Discount Offerors from which you seek to receive the 340B Price on Subject Drugs have elected to use the Management Platform to manage their Authorized 340B Discount Offeror’s Policy. Kalderos provides services to Authorized 340B Discount Offerors with respect to the management and evaluation of the Authorized 340B Discount Offeror’s Policy.

The terms in this Agreement with initial letters capitalized shall have the meanings set forth in Appendix A or, if not listed in Appendix A, the meaning designated in places throughout this Agreement. Please read and review this Agreement before accessing or using the Management Platform.

1. Management Platform and Kalderos Services.

1.1 Account Set-Up.

(a) To access the Management Platform you must establish a Kalderos Account, including by providing and confirming your Covered Entity (and your employer entity if you are employed or acting as an agent for an entity other than such covered entity) and authorized Kalderos Account user information; accepting this Agreement; identifying and verifying associated credentials; and otherwise providing information pursuant to the instructions provided in the Kalderos Account set-up documentation provided by Kalderos from time to time.

(b) Subject to Section 6.6, you may designate each Authorized User to manage and operate your Kalderos Account on your behalf by providing the information requested via the Management Platform for Authorized Users.

(c) You acknowledge and agree that setting up your Kalderos Account is necessary prior to using and the continued use of the Management Platform.

1.2 Support. Kalderos will provide support for the Management Platform as described in the help center accessible via the Kalderos website, as modified from time to time by Kalderos.

1.3 Accuracy of Information. You represent and warrant that all information you provide to Kalderos, including all information in your Kalderos Account profile, is true, accurate and complete, and you agree to promptly update any such information as necessary to establish and maintain your Kalderos Account.

2. Data Submission and Selections.

2.1 You may submit 340B Discount Data that may be required by certain Authorized 340B Discount Offerors through the Management Platform. 340B Discount Data includes data elements as required by the applicable 340B Discount Offeror's Policies, as may be modified by an Authorized 340B Discount Offeror from time to time.

2.2 You grant Kalderos a worldwide, sublicensable, non-exclusive, royalty-free, perpetual, irrevocable license to collect, process, make, copy, distribute, display, store, generate, modify, transmit, disclose, create or have created derivative works of, and otherwise use the Recipient Data ("Data License") for the purposes set forth in this Agreement, and you represent and warrant that you are authorized to grant such Data License to Kalderos. The Data License shall survive termination of this Agreement.

2.3 As between you and Kalderos, you will own all 340B Discount Data; provided, however, data derived from 340B Discount Data that is aggregated shall not be deemed "340B Discount Data" (but shall nevertheless be protected under Applicable Laws). For clarity, and subject to the limitations in paragraph 9.5, Kalderos shall own all data and datasets, learnings, analytics, methods, techniques, processes and other materials and ideas, created, developed, or produced, individually or jointly, using or derived from the Recipient Data (alone or in combination with other data) that does not expressly identify any natural person (an individual) or you.

3. Data Validation.

3.1 Data Validation. Following submission of 340B Discount Data, the 340B Discount Data may be subject to validation procedures ("Validation") to test, among other things, the following:

(a) The 340B Discount Data includes the data elements enumerated by the applicable 340B Discount Offeror's Policy;

(b) According to the HRSA Office of Pharmacy Affairs Information System public Covered Entity searchable database, currently available at <https://340bopais.hrsa.gov/>, you were eligible to receive the 340B Price as of the date the relevant Dispensed Subject Drug was dispensed; and, if applicable, the dispensing Pharmacy is one of your authorized Contract Pharmacy(ies);

(c) 340B Discount Data has not previously been submitted for the Dispensed Subject Drug; and

(d) The 340B Discount Data otherwise conforms with the Authorized 340B Discount Offeror's Policy. If the 340B Discount Data does not satisfy Validation, the 340B Discount Data will be deemed to have "Failed" (and such failure to satisfy Validation, a "Failure"). If a 340B Discount Data has Failed, Kalderos will notify you of such Failure and the reason for such Failure. You may submit a revised version of any such 340B Discount Data that corrects the Failure.

3.2 Reports. Kalderos will make available, via the Management Platform, a report for each Authorized 340B Discount Offeror with information regarding 340B Discount Data submission.

4. Change Process. Kalderos may, from time to time, change the Kalderos Services, the Management Platform, and/or the terms and conditions of this Agreement (including by modifying the terms and conditions hereof or adding additional terms and conditions) and you agree to cooperate with Kalderos as necessary to implement any such changes. Any revised terms and conditions of this Agreement shall become effective on the effective date provided in the posting or other notice, unless otherwise explicitly stated by Kalderos. It is your responsibility to stay informed of any such revisions by periodically checking and reviewing this Agreement and your notices. By continuing to access or use the Management Platform after such effective date, you agree to be bound by the revised terms and conditions of this Agreement. If you do not agree with any such changes, you should request deactivation of your Kalderos Account and promptly cease using the Management Platform. If you do not agree with the revised terms and conditions of this Agreement and cease using the Management Platform, Kalderos shall not use any data you previously submitted to the Management Platform for any additional purposes (if any) set forth in the revised terms and conditions of this Agreement. Kalderos retains the right to continue using any data you previously submitted to the Management Platform pursuant to the terms and conditions of this Agreement that were in effect at the time of submission. Kalderos may, at any time, designate additional Subject Drugs, or remove a designated Subject Drug, by modifying the list of designated Subject Drugs available on the Kalderos website accordingly.

5. Taxes. Each Party shall be solely responsible for and shall pay any real or personal property taxes on property it owns or leases, for its franchise and privilege taxes on its business, and for its taxes based on its net income or gross receipts, or its share of the net income or gross receipts generated by the transactions contemplated by this Agreement, and all interest and penalties thereon.

6. Additional Representations, Warranties and Covenants. You make the following representations, warranties and covenants, as of the Effective Date and at such other times as provided below:

6.1 You qualify as an Authorized 340B Discount Recipient at any time you submit 340B Discount Data.

6.2 Anyone accessing your Kalderos Account is at least 18 years of age and a resident of the United States at the time of access.

6.3 Each time you submit 340B Discount Data, you have not previously submitted 340B Discount Data with respect to the applicable Dispensed Subject Drug, except to correct a Failure.

6.4 You are, and on an ongoing basis will continue to be, a business organized and located in the United States.

6.5 You comply, and on an ongoing basis will continue to comply, with Applicable Law in all material respects relevant to this Agreement and with the Management Platform. Kalderos is not responsible for ensuring that your business complies with Applicable Law, including with respect to your practices for submitting 340B Discount Data in connection with any Dispensed Subject Drug, and you acknowledge and agree that you are not relying on Kalderos for such purpose.

6.6 With respect to any Authorized User acting on your behalf in the use of your Kalderos Account, on an ongoing basis:

(a) You are responsible for any act, omission, or representation made by such Person, including any transactions such Person may authorize, or any data or information provided by such Person, to the same extent as if you had carried out such act or omission, made such representation, or provided such information on your own behalf;

(b) You are responsible for ensuring that such Person is subject to applicable pass-through obligations consistent with your obligations hereunder, including Sections 7 through 10; and

(c) To the extent such Person provides or receives any data or information with respect to any transaction on the Management Platform, such Person is duly authorized to provide or receive such data or information subject to the terms hereof.

7. Data Security and Security Procedures.

7.1 Kalderos represents and warrants that it has implemented and will maintain reasonable security measures consistent with Applicable Law designed to guard against unauthorized access to sensitive information maintained by Kalderos and to prevent disclosure of 340B Discount Data except in accordance with this Agreement. For more specific information regarding Kalderos' security measures, please go to: www.kalderos.com/company/security.

7.2 You are responsible for the security of all data and information in your possession or control and for your compliance with Applicable Law in connection with your data privacy and security policies and procedures, including your sharing of data and information with Kalderos. You must use commercially reasonable efforts to protect and secure data and information related to your access and use of the Management Platform from unauthorized use or disclosure, such as your Kalderos Account credentials. If data belonging to you and relating to your use of the Management Platform, such as your Kalderos Account credentials, has been accessed, acquired, or disclosed without authorization ("Breach"), you must promptly notify Kalderos within 24 hours of discovering a suspected or confirmed Breach. You acknowledge that Kalderos shall not be liable for any misuse of your account credentials, or for improperly processed data or unauthorized data transmitted to Kalderos.

7.3 Kalderos will not be responsible in the event of any unauthorized access to Kalderos' systems or any unauthorized access to, acquisition of, or disclosure of such data, provided that Kalderos has used commercially reasonable efforts designed to prevent any such access, acquisition or disclosure. You further acknowledge and agree that Kalderos is not responsible for the security of any data within any server or system not owned or controlled by Kalderos.

7.4 Without limiting your obligations under this Agreement, you will not code or introduce into the Management Platform or otherwise transmit or submit to Kalderos, any viruses, Trojan horses, worms, spyware, back doors, email bombs, malicious code or similar items (collectively, "Malware"), and you will use all reasonable efforts to prevent Malware from being introduced into the Management Platform or transmitted or submitted to Kalderos by third parties. In the event that Malware is found to have been introduced by or on behalf of you into the Management Platform or transmitted or submitted by or on behalf of you to Kalderos, you will use your best efforts to mitigate the effects of the Malware.

8. Data Integrity. You are solely responsible for verifying the accuracy and completeness of all data submitted to and processed by Kalderos with respect to you, and for ensuring that all such data is submitted in the format and manner required by the Management Platform. Kalderos assumes no responsibility or liability for any errors in the data received from you to the extent arising from inaccuracies in your records or from incorrect use of the Management Platform.

9. Data Privacy – Provision and Use of Data.

9.1 Kalderos represents and warrants that it will maintain reasonable safeguards regarding the protection of any patient information to the extent required by Applicable Law. For more specific information regarding Kalderos' data protection measures, please go to: www.kalderos.com/company/security.

9.2 You shall provide Kalderos, acting on behalf of the Authorized 340B Discount Offerors, with accurate, timely, up to date and minimally necessary information for payment purposes consistent with the Authorized 340B Discount Offeror's Policy. Both Parties acknowledge and agree that Kalderos is not a HIPAA business associate to you.

9.3 You represent, warrant and covenant that you have all necessary consents, permissions, and authorizations, as applicable, to provide the data you provide to or submit through the Management Platform, including 340B Discount Data, (collectively, the "Recipient Data") to Kalderos, including on behalf of your Covered Entity, and the applicable Authorized 340B Discount Offeror. Kalderos will enter into an agreement with such Authorized 340B Discount Offeror pursuant to which (i) Kalderos shall process the data on behalf of the Authorized 340B Discount Offeror, and (ii) such Authorized 340B Discount Offeror agrees to use or disclose, including disclosing to contractors, third-party service providers, payors (both Commercial and Medicaid), and Governmental Authorities, Recipient Data solely for the Authorized 340B Discount Offeror's internal business purposes, government pricing compliance, account reconciliation, identification of potential duplicate discounts, dispute resolution, or as otherwise necessary to fulfill its obligations and exercise its rights thereunder.

9.4 You will use or disclose, as applicable, data you receive from Authorized 340B Discount Offerors via the Management Platform solely for purposes of your account reconciliation with respect to Subject Drugs, dispute resolution with respect to such Subject Drugs, and otherwise as necessary to fulfill your obligations and exercise your rights under this Agreement.

9.5 Kalderos may use or disclose, or permit the use or disclosure of, the Recipient Data you provide to Kalderos as follows:

- (a) To provide the Kalderos Services to Authorized 340B Discount Offerors, including to provide the Management Platform to you;
- (b) For purposes of government pricing compliance, account reconciliation, identification of potential duplicate discounts, and dispute resolution;
- (c) As Kalderos deems necessary for (i) the provision of analytics, risk assessments, optimization, and modeling with respect to the Management Platform and the Kalderos Services, (ii) for Kalderos' business management and operations, and (iii) to develop, modify, or improve the Management Platform, the Kalderos Services or other related products and services provided by or through Kalderos, including for purposes of developing algorithms, modeling, prediction, risk management, and analytics; provided further that such use with respect to clause (ii) and (iii) shall be solely on a de-identified and aggregated basis.
- (d) As applicable, to perform Validation of 340B Discount, including by validating 340B Discount Data against third-party governmental and non-governmental databases to ensure the propriety of the underlying claim for compliance with Applicable Law and contracts; and
- (e) To comply with Applicable Law and to provide information to any Governmental Authority in connection with a request or requirement to provide such information or pursuant to legal process.

9.6 Kalderos' agreements with Authorized 340B Discount Offerors will include that the Authorized 340B Discount Offeror inform any third party to whom such Authorized 340B Discount Offeror discloses any Recipient Data that such third party is only permitted to use such Recipient Data as provided under this Agreement.

10. Confidentiality. Each party agrees that, except as specifically authorized herein, it will keep confidential any non-public proprietary information and Authorized 340B Discount Offeror information

received in connection with the Management Platform, and the Kalderos Services. It being understood that each party may disclose such confidential information as provided in Sections 9.4 and 9.5. Each party will protect such information from unauthorized use, access, or disclosure in the same manner that it would use to protect its own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care. Kalderos' confidential information shall include, but not be limited to, this Agreement and any related methodologies, work approaches, tutorials, procedures, techniques, algorithms, and processes of Kalderos to which you become privy pursuant to your use of the Management Platform, and you may share such information solely on a need-to-know basis with Kalderos' prior written consent. You may not permit, issue, or cause the publication of any press release or other public announcement relating to the activities contemplated by this Agreement without Kalderos' prior written consent.

11. Intellectual Property.

11.1 Retention of Ownership. You acknowledge and agree that the Management Platform (including any software or other materials provided to you by Kalderos) remains Kalderos' property and Kalderos has sole and exclusive ownership of all right, title and interest in and to the Management Platform (including any methods, methodologies, work approaches, procedures, techniques, and algorithms and any improvements, copies, translations, modifications, adaptations or derivative works thereof) and to all intellectual property rights therein and relating thereto.

11.2 License Grant; Restrictions. During the Term, Kalderos grants to you a royalty-free, non-assignable and non-exclusive license to (i) access the Management Platform and (ii) submit data using the Management Platform, in each case to enable both Authorized 340B Discount Offerors and you to receive the Kalderos Services, in the manner permitted by this Agreement. You may not copy, modify, distribute, sell, or lease any part of the Management Platform, or included software, nor may you reverse engineer or attempt to extract the source code of that software, unless Applicable Law prohibits those restrictions, or you have Kalderos' written permission.

11.3 License to Use Feedback. You grant to Kalderos a worldwide, perpetual, irrevocable, royalty-free, sublicensable license to use and incorporate into Kalderos' products and services any suggestion, enhancement request, recommendation, correction or other feedback provided by you or your users or personnel relating to the operation of Kalderos' products or services.

12. E-Sign Consent. You agree to the terms of Annex 1 hereto.

13. Disputes. Without limiting any Person's rights under Applicable Law, Kalderos will use commercially reasonable efforts, upon request to truza-support@kalderos.com, to facilitate the resolution of disputes related to the Kalderos Services.

14. Term. This Agreement will be effective beginning on the Effective Date and will continue for an initial term of 2 years (the "Initial Term"), unless earlier terminated pursuant to Section 15. After the Initial Term, this Agreement will automatically renew for additional 1-year periods (each, a "Renewal Term") unless either Party provides the other Party with written notice of such Party's intent not to renew this Agreement at least 30 days prior to the end of the Initial Term or the then-current Renewal Term, as applicable. The "Term" means the Initial Term together with any Renewal Terms.

15. Termination.

15.1 Kalderos may suspend (without prior notice) this Agreement immediately upon your material breach of any term or condition hereof and may terminate this Agreement upon written notice if

you fail to cure such breach within 30 days after receiving written notice of such breach from Kalderos. Kalderos shall notify you of any such suspension within 5 business days of the effective date of suspension.

15.2 Kalderos may suspend (without prior notice), restrict (without prior notice), or terminate this Agreement upon written notice with immediate effect, and may exercise such rights automatically, if:

- (a) Kalderos suspends, restricts, or terminates your use of the Management Platform;
or
- (b) Kalderos determines, including pursuant to a change in law or interpretation thereof, that its offering of the Kalderos Services, or the Management Platform may violate Applicable Law.

Kalderos shall notify you of any such suspension or restriction within 5 days of the effective date of suspension or restriction.

15.3 Kalderos may suspend (without notice), restrict (without notice) or terminate this Agreement upon written notice if: (i) a receiver or trustee is appointed for you or all or substantially all of your assets; (ii) you make an assignment for benefit of your creditors; (iii) you commence a voluntary proceeding in bankruptcy, insolvency, or other similar proceeding; (iv) an involuntary proceeding in bankruptcy, insolvency, or any other similar proceeding is commenced against you, which proceeding is not discharged within sixty (60) days after the commencement of such proceeding; or (v) you commence to liquidate or dissolve your entity.

15.4 Either you or Kalderos may terminate this Agreement for convenience upon 30 days' written notice to the other Party.

15.5 Effect of Termination.

(a) If this Agreement is terminated or expires for any reason or, to the extent appropriate, during the period of any suspension or restriction:

- (i) Solely to the extent that a pending transmission of 340B Discount Data has been submitted by Kalderos at or prior to the time of such termination, expiration, suspension or restriction, such pending transmission shall be completed in accordance with this Agreement, and Kalderos will have no further obligation;
- (ii) Kalderos will promptly stop allowing you to use the Management Platform to submit new 340B Discount Data, or other data unrelated to pending transmissions; and
- (iii) The license described in Section 11.2 will immediately and automatically terminate.

(b) Kalderos is not responsible for processing any data with respect to an Authorized 340B Discount Offeror whose access to its Kalderos Account or the Management Platform has been terminated or suspended (an "Inactive User"). If you submit any 340B Discount Data with respect to any Inactive User, Kalderos will not communicate such 340B Discount Data to the Inactive User. For clarity, to the extent that a pending transmission of 340B Discount Data has been submitted by Kalderos, at or prior to the time an Authorized 340B Discount Offeror becomes an Inactive User, such pending transmission shall be completed in accordance with this Agreement. Kalderos will notify you via the Management Platform if an Authorized 340B Discount Offeror with respect to whom you have submitted 340B Discount Data becomes an Inactive User.

(c) All provisions of this Agreement that by their nature are intended to survive termination or expiration of this Agreement will survive termination or expiration of this Agreement for any reason, including, but not limited to: Appendix A, Sections 2, 7 through 10, 11.1, 11.3, 15.5, and 16 through 26. The termination or expiration of this Agreement for any reason shall have no effect on any liabilities accrued prior to such termination or expiration.

16. Indemnification. Notwithstanding the indemnification provisions set forth in this Agreement, or any other provision of this Agreement, the Parties hereby agree that neither Party shall be permitted to assert a claim for indemnification against the other Party resulting from any third-party claim, demand, suit, or proceeding alleging that use of the Management Platform violates and/or is not authorized under Applicable Law.

16.1 Indemnification by You. Except as prohibited by Applicable Law, you agree to defend, indemnify, and hold harmless Kalderos and its affiliates, and its and their respective officers, directors, agents, employees, representatives, successors, assigns, and suppliers (collectively, “Related Parties”) from any third-party claims, actions, proceedings or suits, and any resulting liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys’ fees and other litigation expenses) arising from: (i) your violation of this Agreement or Applicable Law; (ii) your use of the Management Platform and use of your Kalderos Account, in each case whether or not authorized by you; (iii) your fraud, negligence or willful misconduct in connection with the Kalderos Services or your Kalderos Account; and (iv) loss or corruption of data on the Management Platform in connection with or arising through access from your Kalderos Account.

16.2 Indemnification by Kalderos. Kalderos agrees to defend, indemnify, and hold harmless you, your respective officers, directors, agents, employees, representatives, successors, and assigns from any third-party claims, actions, proceedings or suits, and any resulting liabilities, damages, settlements, penalties, fines, costs, or expenses (including reasonable attorneys’ fees and other litigation expenses) arising from: the unauthorized disclosure of your 340B Discount Data from the Management Platform arising from Kalderos’ gross negligence in failing to implement reasonable security measures designed to guard against unauthorized access to sensitive data maintained by Kalderos; provided that Kalderos has no obligation regarding any claims, actions, proceedings or suits under this Section 16.2 to the extent such claims, actions, proceedings or suits arise from any claims, actions, proceedings or suits for which you are obligated to indemnify Kalderos (or any Kalderos indemnitee as provided in Section 16.1).

16.3 The Party obligated to provide indemnification under Sections 16.1 or 16.2 (the “Indemnifying Party”) shall promptly notify the other Party (the “Indemnified Party”) if it learns of an indemnifiable claim against any Indemnified Party, and the Indemnifying Party shall reasonably cooperate with the Indemnified Party in the defense of such claim at the Indemnifying Party’s expense. The Indemnifying Party shall not be liable for any claim settled without its consent, which consent shall not be unreasonably withheld or delayed. The Indemnifying Party shall obtain the Indemnified Party’s written consent prior to ceasing to defend, settling, or otherwise disposing of any claim if as a result thereof, the Indemnified Party would become subject to injunctive or other equitable relief, or would admit any wrongdoing or un-indemnified liability.

17. Governing Law; Mandatory Arbitration; Jurisdiction. Except as prohibited by Applicable Law, this Agreement will be governed by and construed in accordance with the laws of the State of Delaware, without regard to the conflict of laws principles thereof. Except as prohibited by Applicable Law, any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association (“AAA”) under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator shall be binding and may be entered in any court having jurisdiction thereof. Such arbitration shall take place in Chicago, Illinois. Such

arbitration shall be conducted in English by one arbitrator mutually acceptable to the Parties and selected in accordance with AAA rules. The arbitrator shall not have the power to award any punitive damages or any damages excluded by this Agreement. BY AGREEING TO BINDING ARBITRATION, THE PARTIES IRREVOCABLY AND VOLUNTARILY WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT, OR THE BREACH THEREOF. If, for any reason, any controversy or claim arising out of or relating to this Agreement cannot be arbitrated as provided in this Section 17, each Party hereby irrevocably consents to the jurisdiction of the state and federal courts sitting in Wilmington, Delaware with respect thereto.

18. DISCLAIMER OF WARRANTY. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, THE MANAGEMENT PLATFORM, THE KALDEROS ACCOUNT, AND ANY OTHER PRODUCTS OR SERVICES PROVIDED HEREUNDER ARE PROVIDED “AS IS” AND “AS AVAILABLE”, WITHOUT ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. EXCEPT AS SPECIFICALLY SET FORTH HEREIN, KALDEROS MAKES NO REPRESENTATION OR WARRANTY THAT THE MANAGEMENT PLATFORM, THE KALDEROS ACCOUNT, ANY THIRD-PARTY PROPERTIES TO WHICH KALDEROS MAY GRANT ITS CUSTOMERS APPROPRIATE ACCESS UNDER APPLICABLE LICENSES OR ANY OTHER PRODUCTS, OR SERVICES PROVIDED OR MADE AVAILABLE HEREUNDER WILL MEET YOUR REQUIREMENTS OR BE CONTINUOUS, UNINTERRUPTED, OR ERROR-FREE.

19. Limitation of Liability.

19.1 NEITHER KALDEROS NOR ANY OF ITS RELATED PARTIES SHALL HAVE ANY LIABILITY TO YOU FOR ANY DIRECT DAMAGES, LOSSES, EXPENSES OR OTHER LIABILITY OF ANY KIND INCURRED BY YOU, EXCEPT TO THE EXTENT SUCH LOSSES ARE DIRECTLY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF KALDEROS OR ANY OF ITS RELATED PARTIES ACTING IN SUCH CAPACITY UNDER THIS AGREEMENT.

19.2 IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING DAMAGES FOR LOSS OF PROFITS, GOODWILL, DATA, USE, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH (I) THIS AGREEMENT OR (II) A PARTY’S USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE MANAGEMENT PLATFORM OR ANY OTHER PRODUCT OR SERVICE PROVIDED HEREUNDER, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT FOR YOUR OR KALDEROS’ OBLIGATIONS TO PAY ANY AMOUNTS OWED UNDER THIS AGREEMENT, INCLUDING ANY AMOUNTS OWED TO KALDEROS, IN NO EVENT WILL EITHER PARTY’S LIABILITY OR THAT OF ANY OF ITS RELATED PARTIES EXCEED ONE HUNDRED DOLLARS (\$100). THIS LIMITATION OF LIABILITY IN SECTION 19 WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW.

19.3 NOTWITHSTANDING THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SET FORTH HEREIN, EACH PARTY SHALL BE LIABLE FOR UNLIMITED DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES TO THE EXTENT ARISING OUT OF: (I) BREACH OF ITS CONFIDENTIALITY OBLIGATIONS IN SECTION 10 OR ITS INDEMNIFICATION OBLIGATIONS IN SECTION 16; (II) GROSSLY NEGLIGENT OR WILLFUL MISCONDUCT BY IT OR ITS RELATED PARTIES WITH RESPECT TO ITS ACTIONS OR INACTIONS UNDER THIS AGREEMENT; (III) LOSSES COVERED BY ANY ERRORS OR OMISSIONS OR OTHER INSURANCE CARRIED BY THE

PARTY; OR (IV) FRAUD OR VIOLATION OF APPLICABLE LAW BY IT OR ITS RELATED PARTIES WITH RESPECT TO ITS ACTIONS OR INACTIONS UNDER THIS AGREEMENT.

20. Assignment. You may not transfer, assign, or delegate this Agreement or any of your rights, obligations, or duties hereunder, without the prior written consent of Kalderos. For purposes of the preceding sentence, a transfer, assignment or delegation includes (a) a merger, consolidation or similar transaction that results in the acquisition of the direct or indirect ownership of 50% or more of your outstanding voting securities or the power to direct the management of your company, or (b) a sale of all or substantially all of your assets related to the subject matter of this Agreement. This Agreement will be binding upon the permitted successors, legal representatives, and assigns of you and Kalderos. Any breach of this Section 20 is deemed to be a material breach for purposes of Section 15.1.

21. Force Majeure. Neither Party is responsible for any delay or failure to perform its obligations under this Agreement during any period in which such performance is delayed by circumstances beyond its reasonable control (including any circumstance resulting from the inability to provide any product, service, or feature due to reliance on any third-party, but excluding any event or circumstance to the extent it results from a Party's lack of sufficient funds to comply with an obligation to pay money), including weather, fire, flood, earthquake, war, embargo, strike, riot, civil unrest, acts of terrorism, or the intervention of any Governmental Authority. In the event of such a failure, and provided written notice is given to the other Party, such Party's obligations will be suspended until such Party is able to perform.

22. Third Party Beneficiaries; No Agency. Except for Section 16, this Agreement is intended for the exclusive benefit of the Parties and not intended to benefit any third party. This Agreement does not create or imply any partnership, agency, or joint venture between you or Kalderos.

23. No Waiver; Severability. The failure of either Party at any time to require performance by the other Party of any provision of this Agreement will in no way affect that Party's right to enforce such provision, nor will the waiver by either Party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision. If any provision of this Agreement is held to be illegal, invalid or unenforceable, (a) that provision will be deemed amended to achieve as nearly as possible the same effect as the original provision, and (b) the legality, validity and enforceability of the remaining provisions of this Agreement will not be affected or impaired thereby.

24. Notices. Any notice given pursuant to this Agreement must be in writing and delivered by (a) personal service or (b) next business day courier, postage prepaid, to the address below for Kalderos and to the address in the Management Platform for you, or as otherwise changed through written notice to the other Party. Notice given by personal service will be deemed effective on the date it is delivered to the addressee, and notice given by courier will be deemed effective one business day after it is deposited with such courier for next business day delivery (as evidenced by the records of such courier).

Kalderos, Inc.
625 West Adams Street, Suite 20
Chicago, Illinois 60661
Attn: Legal Department

25. United States Only. The Management Platform is intended for use by Covered Entities located in the United States and is not intended for use by anyone located outside of the United States. You should not use the Management Platform if you are not located in the United States. Kalderos makes no claims that the Management Platform is accessible or appropriate outside of the United States.

26. Entire Agreement. This Agreement, including any exhibits, appendices, annexes and attachments hereto and any documents incorporated into this Agreement by reference, constitutes the entire agreement between you and Kalderos as to the subject matter hereof and supersedes any and all previous representations, understandings, or agreements, whether oral or written, between you and Kalderos as to the subject matter hereof. Any additional or inconsistent terms in any purchase order, acceptance, acknowledgment or similar document provided by you are hereby rejected and shall not be part of any agreement between you and Kalderos. The section headings are inserted for convenience only and will not affect in any way the meaning or interpretation of this Agreement.

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Appendix A to Agreement

Definitions

The following terms have the following meanings in this Agreement:

“340B Discount” means, for a given transaction for a Subject Drug, an amount equal to the difference between (i) the published Wholesale Acquisition Cost (“WAC”) or, if applicable and permitted by Applicable Law, the relevant Group Purchasing Organization (“GPO”) price, and (ii) the applicable 340B Price on the dispense date of the Subject Drug.

“340B Discount Data” means data elements and selections, such as Contract Pharmacy selections, that may be required by 340B Authorized Discount Offerors in the applicable 340B Authorized Discount Offeror’s Policy in order to access the 340B Price. 340B Discount Data may include, among other data elements, 340B ID, date of service, date prescribed, prescription (Rx) number, fill number, NDC-11, quantity dispensed, unit of measure, prescriber ID, service provider ID, Rx BIN, and Rx PCN.

“340B Price” means either the statutorily defined ceiling price (as defined under 42 U.S.C. § 256b) or a subceiling price (as instructed by the Authorized 340B Discount Offeror) of a Subject Drug on the dispense date of such Subject Drug.

“340B Statute” means the statute at 42 U.S.C. § 256b.

“AAA” has the meaning set forth in Section 17.

“Applicable Law” means all applicable federal, state, and local laws, rules, and regulations, including those governing the 340B drug discount program established pursuant to the 340B Statute, the Medicaid Drug Rebate Program at 42 U.S.C. § 1396r-8, the Federal Anti-Kickback Statute at 42 U.S.C. § 1320a-7b(b) and the regulatory safe harbors set forth at 42 C.F.R. § 1001.952, and all information, data security, and privacy laws.

“Authorized 340B Discount Offeror” means a Person duly authorized by Applicable Law or contract to offer the 340B Price or 340B Discount as a Manufacturer.

“Authorized 340B Discount Offeror’s Policy” means the policy document outlining the Authorized 340B Discount Offeror’s requirements for a Covered Entity to be eligible to receive the 340B Price on a given Subject Drug of the Authorized 340B Discount Offeror, including without limitation any Contract Pharmacy policies. Authorized 340B Discount Offeror Policies, as applicable, will be available on the Kalderos’ website and/or the Management Platform.

“Authorized 340B Discount Recipient” means a health care provider or other Person duly authorized by Applicable Law or contract to receive the 340B Discount.

“Authorized User” means any Person whom you have authorized to act on your behalf to use your Kalderos Account and the Management Platform.

“Breach” has the meaning set forth in Section 7.2.

“Contract Pharmacy” means a Pharmacy that has an agreement with a Covered Entity to dispense drugs to a Covered Entity’s patients and that is listed in the HRSA Office of Pharmacy Affairs Information System public contract pharmacy searchable database, currently available at <https://340bopais.hrsa.gov/>.

“Covered Entity” means a “covered entity” for purposes of the 340B Statute.

“Data License” has the meaning set forth in Section 2.2.

“Dispensed Subject Drug” means the Subject Drug that has been dispensed and for which you are submitting 340B Discount Data.

“Documentation” means the Kalderos Service usage guidelines and other documentation published at help.kalderos.com (as Kalderos may update from time to time), as well as any other documentation for the Management Platform that Kalderos may publish or provide to you from time to time.

“Failure” or “Failed” has the meaning set forth in Section 3.1(d).

“Governmental Authority” means any government, any state or any other political subdivision thereof, and any agency or entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, in each case whether federal, state or local.

“HRSA” means the Health Resources and Services Administration, an agency of the U.S. Department of Health and Human Services.

“Inactive User” has the meaning set forth in Section 15.5(b).

“Indemnifying Party” has the meaning set forth in Section 16.3.

“Indemnified Party” has the meaning set forth in Section 16.3.

“Initial Term” has the meaning set forth in Section 14.

“Kalderos Account” means an account established on the Management Platform pursuant to Section 1.1. For clarity, a Kalderos Account is a customer account that does not receive, hold or transfer funds.

“Kalderos Services” has the meaning set forth in the preamble to this Agreement.

“Malware” has the meaning set forth in Section 7.4.

“Management Platform” means the proprietary TruzaTM Drug Discount Management Platform made available by Kalderos to provide the Kalderos Services to Authorized 340B Discount Offerors and to enable Authorized 340B Discount Recipients to request and receive the 340B Discount.

“Manufacturer” means any entity which is engaged in the production, preparation, propagation, compounding, conversion or processing of prescription drug products either directly or indirectly or in the packaging, repackaging, labeling, relabeling, or distribution of prescription drug products, excluding wholesale distributors and retail or specialty pharmacies licensed under state law.

“Person” means a natural person (an individual), a business organization such as a partnership, corporation or other organization of limited or unlimited liability (whether or not for profit), an agency or other instrumentality of a government, or any other organization or entity.

“Pharmacy” means a licensed pharmacy, such as a retail, mail-order, or institutional pharmacy, that provides prescription drugs to customers.

“Recipient Data” has the meaning set forth in Section 9.3.

“Renewal Term” has the meaning set forth in Section 14.

“Subject Drugs” means the prescription drug products designated by Kalderos from time to time on the Kalderos website or any successor website for which 340B Discount Data may be submitted.

“Term” has the meaning set forth in Section 14.

“Validation” has the meaning set forth in Section 3.1.

Annex 1 to Authorized 340B Discount Recipient Platform Agreement Terms and Conditions
E-SIGN Consent

1. Communications. By opening a Kalderos Account or using the Kalderos Services, you consent to receive all Communications from Kalderos electronically and you confirm that you can access, receive and retain such Communications. "Communications" means all communications, terms, disclosures, notices, and statements that Kalderos provides to you in connection with your Kalderos Account and your use of the Kalderos Services. Kalderos provides Communications to you by posting them on gotruzo.com (or a subdomain of gotruzo.com) or by emailing them to you at the email address associated with your Kalderos Account.
2. Notices to you. A Communication will be considered to be received by you within 24 hours after the time we post it to our website or email it to you.
3. Hardware and software requirements. In order to access and retain Communications electronically, you need the following hardware and software:
 - 3.1 A computer, laptop, smartphone, or other device, that is Internet-enabled;
 - 3.2 A valid email account associated with your Kalderos Account;
 - 3.3 A web browser which includes 128-bit encryption, such as current versions of Chrome, Internet Explorer, Firefox, or Safari, with cookies enabled; and
 - 3.4 Data storage to save Communications electronically or an installed printer to print them.
4. Keeping your contact information updated. You must keep your email address updated in order to receive Communications from Kalderos electronically. To update the email address associated with your Kalderos Account, please contact Kalderos at truzo-support@kalderos.com.
5. Requesting paper copies. You may request a paper copy of a Communication that we provided to you electronically by contacting Kalderos at truzo-support@kalderos.com. We will send it to the mailing address on file for your Kalderos Account. Kalderos may charge you a fee of \$5.00 for each paper copy of a Communication sent to you.
6. Withdrawing consent. You may withdraw your consent to receive Communications electronically by contacting us at truzo-support@kalderos.com. If you withdraw your consent, Kalderos may prohibit you from using the Kalderos Services and may close your Kalderos Account.
7. How to contact us regarding electronic Communications. If you have any questions regarding our policy on electronic Communications, please email us at truzo-support@kalderos.com.