

340B DISTRIBUTION SERVICES TERMS OF USE

(April 2024)

ACCEPTANCE OF THE TERMS OF USE

The following terms and conditions, together with any documents they expressly incorporate by reference (the "Terms of Use"), including expressly the Website Terms of Use located at www.directcustomersolutions.com, govern your access to and use of Direct Customer Solutions, LLC's ("Direct Customer Solutions", "DCS", "Company", "we", or "us") website (www.directcustomersolutions.com), and any services offered by Direct Customer Solutions (such as the DCS 340B Program or the ability to order any products through any platform offered by DCS) (collectively "DCS Services"), and including any content, functionality and services offered on or through our website (the "Website"), whether as a guest or a registered user. As between you and each Manufacturer, as that term is hereinafter defined, these Terms also inure to the benefit of the Manufacturer and create an individual contractual relationship between you and the Manufacturer of any Product you purchase pursuant to these Terms of Use via the DCS Services.

Please read the Terms of Use carefully before accessing or using the Website or any DCS Services. By using our Website or any DCS Services, or by clicking to accept or agree to all Terms of Use when this option is made available to you, you accept and agree to be bound and abide by the Terms of Use and acknowledge that they create an agreement between you, DCS, and the Manufacturer(s) of any Product you purchase hereunder. If you do not wish to be bound by these Terms of Use, you may not access or use the Website or any DCS Services.

CHANGES TO THE TERMS OF USE

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them and apply to all access and use of our Website or any DCS Services thereafter. Your continued use of the Website or any DCS Services following the posting of revised Terms of Use means that you accept and agree to the changes. You are expected to check this page each time you access our Websites or any DCS Services so you are aware of any changes, as they are binding on you. The last date on which our Terms of Use have been modified will be identified at the top of these Terms of Use.

INTELLECTUAL PROPERTY RIGHTS

Our Website and its entire contents, features and functionality are owned by the Company, its licensors or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws. No part of this Website may be reproduced, stored in a retrieval system, transmitted or retransmitted in any form or by any means, electronic, mechanical, photocopying, recording or otherwise without the prior written permission of the Company. Material downloaded from the Website is the property of the Company or its licensors or partners and is protected by United States and international copyright and intellectual property laws and treaty provisions. All rights to patents, copyrights, trademarks, service marks, trade secrets and other intangible property rights in the Website or any modifications to it will remain with the Company and its licensors or

partners. You may not modify, reverse engineer, decompile, disassemble or create derivative works based on the Website and its components, or remove any proprietary notices or labels that it contains. Subject to the foregoing, you may make: (a) one machine-readable copy, (b) one backup copy, and (c) one print copy of any portions of material downloaded from different areas of the Website solely for your non-commercial, individual reference. Any other copying, distribution or publication is strictly prohibited without the express prior written consent of the Company. Any use of our Website or any DCS Services not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark and other laws.

TRADEMARKS

Our Company name and logos, our trademarks (including Direct Customer Solutions and DCS 340B) and all related names, logos, product and service names, designs and slogans are trademarks of the Company or its affiliates, licensors or partners. You must not use such marks without the prior written permission of the Company or partners. All other names, logos, product and service names, designs and slogans on our Websites are the trademarks of their respective owners.

LIMITS ON ACCURACY

The Website was developed as a service by DCS to provide general information about its products and services. Information is believed to be accurate at the time it is created. However, like any printed material, information may become outdated over time. It is important that you rely on the advice of an appropriate professional when interpreting and using this information.

NOTHING CONTAINED IN ANY PRESENTATION INCLUDED IN THE WEBSITE IS TO BE CONSTRUED AS MEDICAL, LEGAL, INVESTMENT, FINANCIAL OR OTHER ADVICE. THIS INFORMATION IS NOT INTENDED TO BE A SUBSTITUTE FOR SUCH ADVICE.

DCS MAKES NO WARRANTIES OR REPRESENTATIONS AS TO THE ACCURACY OF ANY INFORMATION POSTED ON THE WEBSITE. ALL USERS AGREE THAT ALL ACCESS TO AND USE OF THE WEBSITE IS AT THEIR OWN RISK.

INFORMATION ON THE WEBSITE MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS. INFORMATION MAY BE CHANGED OR UPDATED WITHOUT NOTICE. DCS MAY ALSO MAKE IMPROVEMENTS AND CHANGES IN THE PRODUCTS AND SERVICES DESCRIBED IN THE WEBSITE AT ANY TIME WITHOUT NOTICE.

As a condition of your use of the Website or any DCS Services, you agree not to use the Website or any DCS Services for any purpose that is unlawful or prohibited by these terms, conditions, and notices or in violation of any federal, state, local or international law or regulation. You agree not to use the Website in any manner that could damage, disable, overburden, or impair any DCS server, or the network(s) connected to any DCS server, or interfere with any other party's use and enjoyment of the Website. You agree not to attempt to gain unauthorized access to the Website, other accounts, computer systems or networks connected to any DCS server or to the Website,

through hacking, password mining or any other means. You also agree to not obtain or attempt to obtain any materials or information through any means not intentionally made available through the Website.

DISCLOSURE REGARDING DCS SERVICES

The Website and the DCS Services serve as a marketplace for products sold by Manufacturers. DCS is not a seller or Manufacturer of any products sold on this Website, and any orders of products placed by you through the Website or another DCS Service are made directly with the respective Manufacturer of that item as shown and is specified as "Sold By (Manufacturer)". Each item in your order is simply Fulfilled By DCS as a logistics provider and is identified as "Fulfilled By Direct Customer Solutions, LLC" unless otherwise stated.

PRIVACY

Please review our privacy policy located at <https://340b.directcustomersolutions.com/privacy-policy> (the "Privacy Policy"), which also governs your use of the DCS Website, to understand our practices regarding privacy.

YOUR ACCOUNT

You will need your own Direct Customer Solutions account to use any DCS Services, and you may be required to be logged in to the account and have a valid payment method associated with it to use those Services. If the Company is unable to successfully charge your selected payment method for services you request, we may charge any other valid payment method associated with your account. You are responsible for maintaining the confidentiality of your account and password and for restricting access to your account, and you agree to accept responsibility for all activities that occur under your account or password. DCS does not sell Products to non-licensed Purchasers.

If you use a Third-Party Administrator ("TPA") to assist with the placement of orders, managing invoice and payment, or managing inventory, you authorize the Company to work with your designated TPA to process any requests for Services and provide invoices and inventory data using an EDI connection with the TPA, in each case without obtaining further consent from you for those activities.

You may not use a false e-mail address, impersonate any person or entity, or otherwise mislead as to the origin of your identity or payment method or other content. DCS reserves the right to refuse service, terminate accounts, terminate your rights to use the Website or the DCS Services, remove or edit content, or cancel orders in its discretion or the discretion of its content providers.

SHIPPING AND HANDLING

Standard Ground Shipping

DCS will use reasonable efforts to ship all Purchaser orders via ground shipment unless specified otherwise on the Website or requested by the Purchaser. Shipping will be initialized the same day

of an order receipt if the order is received by 2pm Central Time. Orders received after this time will be shipped the next Business Day using the applicable shipping timeline.

Expedited Overnight Shipping

Any Purchaser requesting an Expedited Overnight Shipment from DCS for an item that does not already include "Standard Overnight Shipping" as marked on the Website will be billed an additional fee of a minimum of \$75.00 plus fees to cover the cost of transportation. This fee amount will be identified to the Purchaser on the Website at the time of checkout or via email if the order is placed by phone. Any fees for Expedited Overnight Shipping will appear on a separate invoice to the Purchaser and are payable to DCS.

Standard Overnight Shipping

Some Manufacturer's Products may require overnight expedited shipping (such as in the case of refrigerated Products). In this case, DCS' standard procedure will be to ship these Products overnight. These Products will be identified on the Website as having "Standard Overnight Shipping" and the Purchaser will not be charged any additional expedited shipping fees to receive these products via overnight shipping.

Limitations on Shipping and Delivery

All shipping options are subject to the Product Manufacturer's policy and requirements for the proper care and handling of the individual Product being purchased. Shipping options are subject to availability and delivery times as provided by the shipper at the time of shipment.

BILLING, CREDIT, AND PAYMENT

All DCS invoices will be payable in full by means of an electronic funds transfer ("EFT") system designated or approved by DCS in its discretion. For purposes of identification, billing and marketing, you agree to provide DCS with accurate, complete and up-to-date information as requested or required for receipt of any DCS Services and, specifically, you agree to notify DCS within 20 days of any changes to your information.

You may not make deductions against invoiced amounts, and you will not take any deductions or make any offsets from money owed to DCS nor apply any Credit Memorandum to invoiced amounts. Notwithstanding the foregoing, DCS may offset any money owed to DCS with any amounts deducted by you in violation of this section.

Any invoiced funds will be transferred at the direction of the Purchaser and will be available to DCS on or before the thirtieth (30th) Calendar Day from the date of invoice. If your payment falls on a Saturday, Sunday or holiday, the payment will be processed on the next Business Day.

The Purchaser is responsible for ensuring that their account is kept current at all times. Should the Purchaser's account become past due, for any reason, no additional Product will be sold to the Purchaser's account until the account is paid in full. However, if a Purchaser's account is past due, the Purchaser may call DCS and place an order to be paid for by credit card at the time order is placed. A convenience fee of the greater of \$25 or 3.5% will be added to any credit card order

placed while account is in past due status. A late fee of 1.5% per month (or any portion thereof) may be charged as of the due date on any amounts not paid within thirty (30) days of the invoice date.

The Purchaser warrants to DCS that each entry transmitted by it or its agents or employees on its behalf to a depository financial institution for the purpose of initiating an EFT transaction is duly authorized by the Purchaser. By completing an order via phone or the Website, the Purchaser authorizes DCS to debit and credit any payment methods on file with DCS.

Credits pre-approved by DCS or, in the case of a return, by a Manufacturer, will be paid to the Purchaser by Credit Memo application to the Purchaser's account via an EFT system.

DCS shall not be responsible for any delay in transmission or receipt of an EFT payment except in cases of its gross negligence or willful misconduct. DCS's liability to the Purchaser for any EFT-related matters will be limited to the value of the EFT payment at issue.

Neither party will be liable to the other for the act or omission of any financial institution or any automated clearing house in connection with the use of EFT for payment of funds and neither party will be liable for consequential damages to the other arising out of the use of EFT for payment of funds.

Each party agrees promptly to return, by EFT, any overpayment received.

The Purchaser will execute all authorizations required by DCS or DCS's or Purchaser's depository financial institutions for payment and receipt of funds by EFT and to notify DCS promptly of any changes in those authorizations.

To the extent applicable to the transfer of funds by EFT under these Terms of Use, each party will be bound by the Operating Rules and Guidelines of the National Automated Clearing House Association as those Operating Rules and Guidelines may be in effect from time to time.

DCS may require, at its option, that each order be accompanied by a certified check or other form of payment satisfactory to DCS in an amount sufficient to cover the order or require that the Purchaser provide security for the order in an amount and form reasonably satisfactory to DCS, and may declare due and owing all outstanding indebtedness from the Purchaser, including invoices on which extended dating has been granted, in the event (a) reasonable grounds for insecurity arise with respect to the performance by the Purchaser under these Terms of Use for which adequate assurances are not provided promptly (and in no event later than within ten (10) Calendar Days of written request from DCS), all as contemplated by UCC 2-609, whether in connection with an acquisition of Purchaser by another company, a termination of these Terms of Use by DCS or Purchaser, or otherwise, (b) the Purchaser becomes insolvent, or (c) the Purchaser is in breach of any material monetary obligation arising from or governed by these Terms of Use and such breach has not been cured by Purchaser within five Business Days' notice from DCS of such breach. For purposes of clause (a) of this section and in connection with an acquisition of Purchaser, the parties will, in good faith, take into consideration the financial condition of Purchaser and its affiliates on a consolidated basis (including any successor entity of Purchaser).

Products shipped but not paid for at the time of the cancellation or termination of these Terms of Use will be paid for in accordance with the terms of these Terms of Use.

Pricing and Pricing Errors

Manufacturers may choose to offer Products at a price below the 340B ceiling price to 340B Covered Entities. Such Sub-340B prices listed through the DCS Services are offered at the sole discretion of the Manufacturer and are offered either a) directly to the 340B Covered Entity by Manufacturer without any price negotiation involving DCS, GPO or any Covered Entity or b) as a negotiated price determined between the Manufacturer Client and the 340B Prime Vendor.

In the event that a Product listing on the Website features an incorrect Product price point, DCS reserves the right to re-invoice your account at the correct price whether the correct price is higher or lower than the initial listed price shown at time of purchase.

- If the Purchase Price shown at the time of purchase is higher than the correct price, DCS will issue credit to the Purchaser for the difference between the Purchase Price and the correct price.
- If the Purchase Price shown at the time of purchase is lower than the correct price, DCS will reinvoice the Purchaser at the correct higher price and issue a corresponding credit to the Purchaser for the initial Purchase Price.

OFFSET & RECOUPMENT RIGHTS

DCS will have the right to offset or recoup, as the case may be, any amount due and owing DCS against amounts otherwise owing to the Purchaser or Purchaser's subsidiaries, Affiliates or alternate locations (a) in the event Purchaser is in default under any term of these Terms of Use, (b) upon cancellation or termination by Purchaser of these Terms of Use, or (c) with evidence of a condition of insolvency of the Purchaser or Purchaser's subsidiary, affiliate or location.

TITLE, RISK OF LOSS AND RETURNS

Title and risk of loss for all Products shipped by DCS will pass to the Purchaser from Manufacturer when the Products are delivered to the carrier. At no point does DCS hold title to any Product.

DCS will not accept returned items with the following exceptions: a) items that are ordered in error or shipped in error and are re-saleable may be returned in original condition to DCS for restocking and b) items damaged in transit to the Purchaser may be returned to DCS. All other returns such as damaged, mishandled or expired items should be sent to the respective Manufacturer or the Preferred Returns Provider of the Manufacturer of the Product. The Manufacturer will determine whether credit may be issued consistent with their individual return policy. If a Manufacturer does not have a Preferred Returns Provider, the item may be returned to the Purchaser's own Preferred Returns Provider to request credit from the Manufacturer if the use of the Purchaser's own Returns Provider is approved by the Manufacturer. DCS will only apply credit to a Purchaser's account once the Manufacturer has approved a credit request and provided DCS with a valid Credit Memo.

- In event of an order made in error, the Purchaser may cancel an order by using the Website or by calling DCS if the order has not yet processed or been delivered to the shipper.
- Orders that have already been processed and shipped can be returned to DCS at the expense of the Purchaser if the Product is undamaged, unopened and was stored properly and controlled at all times in accordance with the Product Manufacturer's policy.
- DCS will authenticate Product returned as resaleable per DSCSA guidelines.
- Orders returned as a result of erroneous purchase will be charged a minimum restocking fee of \$5 per unit returned.
- DCS will not provide a credit if a Product returned to DCS is damaged.

Shipping Error Return

- Orders shipped in error by DCS may be returned to DCS for credit or purchased by the recipient.
- Returns of "over shipment" errors must be received by DCS unopened, undamaged and stored properly at all times in accordance with the Product Manufacturer's policy.
- DCS may pay shipping costs for Purchaser to return Product shipped in error by DCS.
- If a shipping error is returned and the Product is opened, altered or damaged when received by DCS, the Product will be sent to Manufacturer's Preferred Returns Provider for destruction.
- DCS will authenticate any Product returned as resaleable in accordance with DSCSA guidelines. Some manufacturers policies state returns are non-saleable.
- Short shipment claims may be resolved by DCS and any resulting credit may be applied to Purchaser's account in lieu of replacement Product.
- DCS will have sole discretion regarding validation of shipping error or short shipment claims.
- The Purchaser will give DCS written notice of any claimed shipping error within ten (10) Business Days after the date of shipment from DCS. Failure of the Purchaser to give such notice within such ten (10)-day period will be deemed a waiver of the Purchaser's claim for shortage or incorrect shipment.

Product Damaged En Route

- Product damaged during shipment from DCS may be returned to DCS. DCS may cover return shipping costs on validated returns.
- Shipping damage claims must be delivered to DCS in writing within 10 Business Days of the invoice date.
- Damage to Products in course of shipment from DCS which is not discovered on receipt shall be considered concealed damage and must be reported to DCS in writing within ten (10) Business Days of discovery for credit consideration.
- Shipping damage claims will be validated at the sole discretion of DCS.
- DCS may issue a credit to Purchaser for valid shipping damage claims but will not send replacement Product.

Any Return

The Purchaser may not receive credit for Products a) returned using a process other than as described above, b) not actually delivered to DCS if the Product is returned due to an order or shipping error, c) destroyed at source, or d) lost/damaged in transit. The Products' respective Manufacturers will retain discretion regarding any requested credit for a Product returned to their Preferred Returns Provider.

Where applicable, DCS will work directly with each Manufacturer to process Credit Memos and apply the credits to the Purchaser's account once the Credit Memo has been duly processed.

DCS is not responsible for return shipments lost in transit or received at DCS in opened or damaged condition.

All Product complaint questions should be directed to the respective product Manufacturer. DCS IS NOT A MANUFACTURER OF PRODUCT AND IS SOLELY RESPONSIBLE FOR FACILITATING DISTRIBUTION OF ORDERS AND INVOICING BETWEEN CUSTOMERS AND MANUFACTURERS.

Questions regarding this Product Return Policy can be directed to DCS Customer Service at 731-300-2406.

REGISTRATION WITH THE DRUG ENFORCEMENT ADMINISTRATION (DEA)

You agree to advise DCS during the registration process of any registration number(s) assigned to you by the DEA. You certify that each subsidiary, affiliate, or location referenced in your registration is registered to distribute Schedule II, III, IV, and V Controlled Substances, and has been assigned the DEA registration number set forth for such subsidiary, affiliate, or location in your registration materials.

You agree to advise DCS promptly of any denial, revocation, or suspension of your registrations or any registration by the DEA, or of any changes in the Schedules of Controlled Substances that DCS is authorized by the DEA to distribute to you.

DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

You are responsible for the accuracy of any inputs or data uploaded to the Website, and you are also responsible for maintaining copies of your data in a location that is external to the Website. You assume all responsibility and risk for your use of the Website, including your responsibility to evaluate the accuracy, completeness and usefulness of all material and reports provided through or generated by the Website. The Company does not warrant that the Website will be uninterrupted or error-free or that defects in the Website will be corrected.

THE WEBSITE AND ALL INFORMATION, CONTENT, MATERIALS, PRODUCTS AND OTHER COMPANY INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE ARE PROVIDED BY DCS ON AN "AS IS" AND "AS AVAILABLE" BASIS, UNLESS OTHERWISE SPECIFIED IN WRITING. DCS MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE DCS WEBSITE, OR THE INFORMATION,

CONTENT, MATERIALS, PRODUCTS OR OTHER INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE, UNLESS OTHERWISE SPECIFIED IN WRITING. YOU EXPRESSLY AGREE THAT YOUR USE OF THE DCS WEBSITE OR ANY DCS SERVICES IS AT YOUR SOLE RISK.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, DCS DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE WEBSITE AND THE DCS SERVICES. DCS DOES NOT WARRANT THAT THE INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE WEBSITE OR ELECTRONIC COMMUNICATIONS SENT FROM DCS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. TO THE FULL EXTENT PERMISSIBLE BY LAW, DCS WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING FROM THE USE OF ANY DCS SERVICE OR THE WEBSITE, OR FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY DCS SERVICE OR THE WEBSITE, INCLUDING, BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, AND CONSEQUENTIAL DAMAGES, UNLESS OTHERWISE SPECIFIED IN WRITING.

GOVERNING LAW AND JURISDICTION

These Terms of Use and the DCS Services will be governed and construed in accordance with the internal laws of the State of Tennessee. You agree that any legal action, dispute, or proceeding between the Company and you arising from or relating to these Terms of Use or the parties' obligations hereunder will be brought exclusively in a federal or state court of competent jurisdiction sitting in Davidson County, Tennessee, USA. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

LIMITATION ON TIME TO FILE CLAIMS

ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE, THE WEBSITE OR THE DCS SERVICES MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES, OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

INDEMNIFICATION

You agree to defend, indemnify and hold harmless DCS, its affiliates, sublicensors, partners and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of our Website or the DCS Services.

TERM AND TERMINATION

DCS may terminate your right to use this Website or any DCS Services at any time, with or without cause. You are under no obligation to use or continue to use this Website or any DCS Services. DCS may terminate, suspend or discontinue any functionality or feature of this Website at any time without notice. We will not be liable to you or any third party for any such termination.

COMPLIANCE WITH APPLICABLE LAWS

Purchaser represents and warrants that it is presently in compliance with, and will remain in compliance for the duration of the term of this Agreement with, all federal, state, and local laws applicable to the Purchaser and its purchase, sale, use, storage, or transmission of any Product.

With respect to any order for Products regulated by the U.S. Drug Enforcement Administration ("Controlled Substances"), Purchaser may be required to provide, and will so provide, assurances reasonably satisfactory to DCS that (a) Purchaser is authorized to possess and dispense such Controlled Substances under federal, state, and local law, (b) the quantity in each order by Purchaser is required by Purchaser to fill legitimate orders based on medical, scientific, or industrial needs, (c) Purchaser is taking industry-best precautions against illicit diversion of the Controlled Substances ordered, and (d) Purchaser is complying with all federal, state, and local regulations and guidelines applicable to the performance of Purchaser's obligations under these Terms of Use, and as promulgated by the Control Act. Purchaser agrees that, in the event Purchaser fails to furnish assurance reasonably satisfactory to DCS when requested, DCS may, without limiting its right to take such other action as may be permitted by law or these Terms of Use, suspend all deliveries of all Controlled Substances under these Terms of Use, without liability to DCS, until satisfactory assurance is provided.

Our Address

Direct Customer Solutions, LLC
4277 Highway 412 South
Bells, TN 38006 <https://340b.directcustomersolutions.com>

GENERAL

This Website is controlled, operated and administered by DCS from its offices within the United States of America. DCS makes no representation that materials at this Website are available for use at other locations outside of the United States and access to them from territories where their contents are illegal is prohibited. You may not use the Website in violation of U.S. export laws and regulations. If you access this Website from a location outside of the United States, you are responsible for compliance with all local laws. Any rights not expressly granted herein are reserved to DCS. DCS' failure to insist upon or enforce strict performance of any provision of these Terms of Use will not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice will act to modify any provision of these Terms of Use. DCS may assign its rights and duties under these Terms of Use to any party at any time without notice to you. All provisions of the Terms of Use will be deemed to be severable. Captions in the Terms of Use are intended for convenience of reference only. Words used in the Terms of Use, regardless of the number and gender specifically used, will be construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context requires. The Terms

of Use will benefit, and be binding upon, the successors and assigns of the parties to these Terms of Use. Neither party to these Terms of Use will be liable for its failure to perform an obligation under these Terms of Use if that failure results from any cause, except financial, beyond that party's reasonable control.

ENTIRE AGREEMENT

The Terms of Use and the Privacy Policy constitute the sole and entire agreement between you and DCS with respect to our Website and your use of any DCS Services and supersede all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to our Website or any DCS Services.

DEFINITIONS

The following defined terms are utilized in these Terms of Use:

- a. "340B Contract Pharmacy" means an eligible organization registered and enrolled with HRSA to participate in the 340B program that is also legally contracted with a 340B Covered Entity to dispense pharmaceutical Products to 340B patients.
- b. "340B Covered Entity" or "Covered Entity" means an eligible organization registered and enrolled with HRSA to participate in the 340B Program and purchase covered outpatient drugs at or below the 340B Ceiling Price.
- c. "340B Price" means the 340B prices that are offered by the Client to an eligible 340B Covered Entity as provided to DCS. The 340B prices apply specifically to certain Products purchased by an eligible 340B Covered Entity Bill To Customers and Fulfilled By DCS. The 340B price of a Product will be the 340B Ceiling Price or a sub-Ceiling price as communicated by Client to DCS. Accounts that are not eligible for a 340B Price may not purchase at 340B Price.
- d. "340B Product" means pharmaceutical Product(s) sold at the defined 340B Price to eligible 340B Covered Entities.
- e. "340B Program" means the 340B Drug Pricing Program defined and administered under the Health Resources and Service Administration ("HRSA") of the U.S. Department of Health and Human Services.
- f. "Bill to Customer" means a 340B Covered Entity fully licensed in the U.S. to purchase pharmaceutical Product and eligible to participate in the 340B Program administered by HRSA at the time the order is received and recorded by DCS that will receive and pay the invoice for purchases from DCS.
- g. "Business Days" means any day banking institutions are open for business in Nashville, TN.
- h. "Calendar Days" means all days in a month, including weekends and holidays.
- i. "Client" means a Manufacturer who has contracted with DCS for provision of logistics services to Fulfill certain Products at the 340B Price or Sub-340B price.
- j. "Contracted Price" means those prices that the Client, as Manufacturer of a specific Product, has negotiated with a specific Customer and communicated to DCS. The Contracted Prices apply specifically to certain Products purchased by eligible contracted accounts and Fulfilled By DCS. Accounts that are not eligible for Contracted Price may not purchase using the Contracted Price.

- k. "Customer" means any entity licensed in the U.S. to purchase prescription pharmaceutical Product that is either a) a 340B Covered Entity or b) a 340B Contract Pharmacy and has accepted the DCS Terms of Use and is eligible to place orders to purchase 340B Product.
- l. "EDI" means electronic data interface transaction set(s) using specifications defined by the Healthcare Distribution Alliance (HDA).
- m. "Expedited Overnight Shipping" means any items Fulfilled By DCS that are not marked on the Product page as eligible for Standard Overnight Shipping and at the Customer's request are shipped to zip codes in the US, Puerto Rico and U.S. Territories overnight. Overnight shipping charges will be paid by the Purchaser on these shipments.
- n. "Standard Ground Shipping" means items Fulfilled By DCS that are shipped to zip codes in the U.S., Puerto Rico and U.S. Territories where ground shipping is paid by the Client rather than the Purchasing or Ordering Customer. These items are marked as Standard Ground Shipping on the DCS Website.
- o. "Standard Overnight Shipping" means any items Fulfilled By DCS that are marked on the Product page as eligible for Standard Overnight Shipping and are shipped to zip codes in the U.S., Puerto Rico and U.S. Territories where overnight shipping is paid by the Client rather than the Purchasing or Ordering Customer. These items are specifically marked as Standard Overnight Shipping on the DCS Website and these shipments will not receive any additional shipping fees.
- p. "Fulfilled By" means the order, validation, packing, shipping, invoicing and logistics services used to deliver a Product to a Bill To Customer or Ship To Customer.
- q. "Manufacturer" means the company or entity that owns the U.S. marketing rights to the NDC number of the Product.
- r. "Ordering Customer" means any Customer placing an order for 340B Product that is licensed in the U.S. to purchase prescription pharmaceutical Product and is eligible to participate in the 340B program administered by HRSA, and is ordering 340B Product as either a) an eligible 340B Covered Entity as both a Bill To Customer and Ship To Customer or b) as a 340B Contract Pharmacy under an existing contract relationship with a 340B Covered Entity and ordering 340B Product as a Ship To Customer.
- s. "Preferred Returns Provider" means the contracted partner designated by a Client to receive, process and destroy return goods on behalf of the Client.
- t. "Product" means the pharmaceutical Products contracted between DCS and specific Manufacturer(s) for the sole purpose of 340B distribution under the 340B Program and listed on the DCS 340B website.
- u. "Purchaser" means any 340B Covered Entity licensed in the U.S. to purchase prescription pharmaceutical Product and eligible to participate in the 340B Program administered by HRSA that serves as the "Bill to Customer" for the order placed by either a 340B Covered Entity or a legally contracted 340B Contract Pharmacy.
- v. "Ship To Customer" means either the Purchaser or Ordering Customer as designated by the location specified as the address for Product to be shipped.
- w. "Sold By" means the sales transaction for purpose of exchange of title between a Client and a Bill to Customer.
- x. "Sub-340B Price" means those prices that are offered by the Client to an eligible 340B Covered Entity as communicated to DCS and as contracted by the Client herein with that 340B Covered Entity or with the 340B Prime Vendor designated by HRSA. The Sub-340B prices apply specifically to certain Products purchased by the 340B Covered Entity as a

Bill To Customer and Fulfilled By DCS. Accounts that are not eligible for Sub-340B price may not purchase at Sub-340B price.

- y. "Sub-340B Product" means pharmaceutical Product(s) offered for sale by Client at a Sub-340B price to eligible 340B Covered Entities.
- z. "Territory" means the geographic boundaries of the United States, the District of Columbia, the Commonwealth of Puerto Rico or other territories of the United States.
- aa. "Third-Party Administrator" or "TPA" means a third-party contracted by a 340B Covered Entity for the purpose of assisted Product ordering, replenishment or inventory management.
- bb. "Wholesale Acquisition Cost (WAC)" means the published list price for a Product by the Manufacturer to the distribution channel as communicated to DCS not including any discounts, rebates, fees or allowances. WAC Price applies to certain Products purchased by eligible accounts and Fulfilled By DCS. Accounts that are not eligible for WAC Price may not purchase at WAC Price.