

## WEBSITE AND SERVICES TERMS OF USE FOR 340B

(Updated October 2023)

### ACCEPTANCE OF THE TERMS OF USE

The following terms and conditions, together with any documents they expressly incorporate by reference (the "Terms of Use"), govern your access to and use of Direct Customer Solutions, LLC's ("Direct Customer Solutions", "DCS", "Company", "we", "us", or "our") 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.

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. Further, you acknowledge that the Terms of Use constitute an individual agreement with both DCS and the Manufacturer(s) of any Product you purchase through DCS and do not establish any group purchasing arrangement. You also understand that these Terms of Use do not supersede or replace any Manufacturer Client terms and conditions for purchasing Product that may exist in your contracts with such Clients, under Client bills of sale or otherwise. 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 on 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, nor is DCS a group purchasing organization (GPO). 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 specified as "Fulfilled By Direct Customer Solutions, LLC" unless otherwise stated.

#### PRIVACY

Please review our <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 our Website or any DCS Services, and you may be required to be logged in to the account and have a valid payment method associated with it. If there is a problem charging your selected payment method, 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 are a 340B Covered Entity and use a Third-Party Administrator (TPA) to assist with the placement of orders, managing invoice and payment and/or managing inventory, you authorize DCA to work with your designated TPA as your agent to receive such orders and provide invoices and inventory data using an EDI connection with the TPA.

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 generally ship all Purchasing Customer orders via ground shipment as our standard procedure unless specified otherwise on the Website or requested by the Purchaser, the same day

of receipt if 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 additional fees to cover the cost of transportation. This fee amount will be provided to the Purchaser on the Website at the time of checkout or via email if placing an order by phone. Any fees for Expedited Overnight Shipping will be on a separate invoice to the Purchasing Customer 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 Purchasing Customer will not be charged any additional expedited shipping fees to receive these products next day.

#### 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 required for receipt of any DCS Services and, specifically, you agree to notify DCS within 20 days of any changes in any such information.

Deductions against invoiced amounts are not permitted to be made by you, and you will not take any deductions or make any offsets from money owed to DCS nor apply any Credit Memorandum to invoiced amounts. In addition, DCS may offset any money owed to DCS with the amount deducted in violation of this section.

Any invoiced funds will be transferred at the direction of the Purchaser and will be available to DCS on the following dates after the date of the invoice: 100% of gross invoice amount due on or before the thirtieth (30th) Calendar Day from date of invoice. If the payment falls on a Saturday, Sunday or holiday, payment will be processed on the next Business Day.

The Purchasing Customer is responsible for ensuring that their account is kept current at all times. Should the Purchasing Customer's account become past due, for any reason, no additional Product will be invoiced to the Purchasing Customer's account until the account is paid in full. However, if a Purchasing Customer's account is past due, the Purchasing Customer 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, except any amount disputed by a Purchasing Customer in good faith. If any dispute is resolved in favor of DCS, the Purchasing Customer will pay the applicable late fee on such amount from the original due 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. Without the Purchaser's prior written consent, DCS will not have the right to debit electronically any account of the Purchaser.

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

With respect to any EFT entry originated by DCS' bank, or any delay in receipt by the Purchasing Customer of approved credit funds transmitted by DCS by means of EFT, DCS will be liable to the Purchasing Customer only for DCS' gross negligence and willful misconduct, and further, DCS's liability to the Purchasing Customer will additionally be limited to reasonably foreseeable actual damages proximately thereby.

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 Purchasing Customer will execute all authorizations required by DCS or DCS's or Purchasing Customer'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 that each order from the Purchasing Customer 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 Purchasing Customer provide security in an amount and form reasonably satisfactory to DCS, and may declare due and owing all outstanding indebtedness from the Purchasing Customer, 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 Purchasing Customer 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

Purchasing Customer by another company, a termination of these Terms of Use by DCS or Purchasing Customer, or otherwise, (b) the Purchasing Customer becomes insolvent, or (c) the Purchasing Customer 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 Purchasing Customer 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 Purchasing Customer, the parties will, in good faith, take into consideration the financial condition of Purchasing Customer and its affiliates on a consolidated basis (including any successor entity of Purchasing Customer).

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

Clients may choose to offer a Product price below the 340B Ceiling Price to 340B Covered Entities. Any such Sub-Ceiling Prices listed on the Website are offered at the sole discretion of the Client and are offered either a) directly to the 340B Covered Entity by Client without any price negotiation with DCS or any GPO or other Covered Entity or b) as a negotiated price determined between the Client and the 340B Prime Vendor. 340B Covered Entities may only dispense or administer Product purchased at Sub Ceiling Prices to individuals that meet the definition of "patient" under HRSA guidance.

Despite our best efforts, a small number of the items in our catalog may be mispriced. If the correct price is different than that shown, 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 Purchasing Customer 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 Purchasing Customer at the correct higher price and issue a corresponding credit to the Purchasing Customer for the initial Purchase Price.

#### OFFSET & RECOUPMENT RIGHTS

That (1) in the event Purchaser is in default under any term of these Terms of Use, (2) upon cancellation or termination of these Terms of Use, or (3) with evidence of a condition of insolvency of the Purchaser or a Purchaser's subsidiary, affiliate or location, then 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 Purchasing Customer or Purchasing Customer's subsidiaries, Affiliates or alternate locations.

#### TITLE, RISK OF LOSS AND RETURNS

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

DCS does not receive returned items with the following exceptions as stated below: 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 goods 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 the Purchaser's account once the Manufacturer has approved a credit request and provided DCS with a valid Credit Memo.

#### Expired or Mishandled Product Return

- Requests for return of goods with expired dating are to be made directly to the Product Manufacturer for evaluation by the Manufacturer, after obtaining return authorization from the Manufacturer, under their existing return goods policy.
- Requests for return of Product approaching expiration or Product mishandled or damaged by the Purchaser will be handled directly with Manufacturer or Manufacturer's Preferred Returns Provider and administered under the policy of the specific Manufacturer. If the Manufacturer approves the requested return and a corresponding credit request is issued, the Credit Memo will be relayed to DCS. DCS will apply the approved Credit Memo to the appropriate Purchasing Customer's account.

#### Order Error

- In event of an order error, the Purchasing Customer may cancel an order by using the Website or by calling DCS if the orders have not yet processed and been delivered to the shipper.
- Orders that have already been processed and shipped can be returned to DCS at the expense of the Purchasing Customer if Product is undamaged, unopened and was stored properly and controlled at all times within the Product Manufacturer's policy.
- DCS will authenticate Product returned as resaleable per DSCSA guidelines.
- An order error return will be charged a minimum restocking fee of \$5 per unit returned.
- An order error return that is damaged when received by DCS will not receive credit and will be sent to the Manufacturer's Preferred Returns Provider for destruction.

#### Shipping Error Return

- Orders shipped in error by DCS may be returned to DCS for credit or Purchasing Customer may keep the Product and DCS will invoice for it.
- Returns of "over shipment" errors must be received by DCS unopened, undamaged and stored properly at all times within the Product Manufacturers policy.
- DCS will pay shipping costs for Purchasing Customer to return Product shipped in error by DCS.

- If a shipping error is returned and Product is opened, altered or damaged when received at DCS, the Product will be sent to Manufacturer's Preferred Returns Provider for destruction.
- DCS will authenticate any Product returned as resaleable per DSCSA guidelines.
- Short shipment claims will be resolved by DCS and any resulting credit will be applied to Purchasing Customer'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 must be returned to DCS. DCS will cover return shipping costs.
- 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, but not discovered on receipt is 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.
- Valid shipping damage claims will have a credit issued to Purchasing Customer in lieu of sending replacement Product.

#### Any Return

The Purchasing Customer will not receive credit for Products a) returned using a process other than described above, b) not received at DCS if returning to DCS due an order or shipping error, c) destroyed at source, or d) lost/damaged in transit. The Products' respective Manufacturer will have final approval regarding any credit for a Product return to their Preferred Returns Provider and DCS will have final say on any return to DCS due an order or shipping error.

In all cases DCS will work directly with the respective Manufacturer to receive Credit Memos and apply credits to the Purchasing Customers' account once the Credit Memo has been received.

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

All Product complaints or questions should be directed to the respective Product Manufacturer. DCS IS NOT A MANUFACTURER OF PRODUCT BUT SIMPLY FACILITATES DISTRIBUTION OF ORDERS AND INVOICING BETWEEN CUSTOMERS AND MANUFACTURERS.



Questions regarding this Product Return Policy can be directed to DCS Customer Service at 731-574-2060.

#### REGISTRATION WITH THE DRUG ENFORCEMENT ADMINISTRATION (DEA)

You agree to advise DCS promptly of any registration number(s) assigned to you by the DEA and of the Schedules of controlled substances regulated by the DEA ("Controlled Substances") that DCS is registered to distribute. You certify that each subsidiary, affiliate, or location listed therein 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.

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

#### DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY

You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for accuracy of data input and output, and for maintaining a means external to the Website for the reconstruction of any lost data. 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 DCS INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE DCS 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 FULL 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. DCS DOES NOT WARRANT THAT THE DCS , INFORMATION, CONTENT, MATERIALS, PRODUCTS OR OTHER INFORMATION INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE DCS 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 FROM ANY INFORMATION, CONTENT, MATERIALS, PRODUCTS (INCLUDING SOFTWARE) OR OTHER INFORMATION INCLUDED ON OR

OTHERWISE MADE AVAILABLE TO YOU THROUGH ANY DCS SERVICE, 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 will be governed and construed in accordance with the internal laws of the State of Tennessee, applicable to agreements made and to be performed in Tennessee. You agree that any legal action or proceeding between the Company and you for any purpose concerning 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, sublicensees, 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 Websites or DCS Services, including, but not limited to any use of the content on the Website, services other than as expressly authorized in these Terms of Use or your use of any information obtained from the Websites.

#### 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 will comply fully with all federal, state, and local laws pertinent to the Purchaser duties and responsibilities under these Terms of Use, and applicable to the purchase, handling and dispensing of Product.

Purchaser will furnish DCS upon reasonable request, with respect to any order for Controlled Substances regulated by the DEA , assurance 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 ordered is required by Purchaser to fill legitimate orders based on medical, scientific, or industrial needs, (c) Purchaser is taking reasonable 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 Purchasers' obligations under these Terms of Use, and promulgated pursuant to the Control Act; and Purchaser agrees that in the event Purchaser fails to furnish assurance reasonably satisfactory to DCS when requested, then DCS without limiting its right to take such other action as may be permitted by law or these Terms of Use, may suspend all deliveries of all Controlled Substances under these Terms of Use until reasonably satisfactory assurance is received without incurring liability to the Purchaser.

#### 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 or export the Materials 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. To the extent you purchase a Product from a Client, the Terms of Use constitute the sole and entire agreement among you, DCS, and the Client with respect to such purchase. For the avoidance of doubt, no other persons except you, DCS, and any applicable Client are parties to the Terms of Use. Nothing in the Terms of Use will be construed to give any person or entity other than you, DCS, and the applicable Client(s) or their respective permitted successors and assigns expressly provided herein any legal or equitable right, remedy, or claim under or with respect to the Terms of Use.

## DEFINITIONS

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

- a. "340B Ceiling Price" means the maximum price Manufacturers can charge a 340B Covered Entity for a 340B Product.
- b. "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. A Manufacturer Client may, in its sole discretion, establish additional criteria pursuant to which a Manufacturer Client will recognize a 340B Contract Pharmacy as an agent for the 340B Covered Entity. DCS is not responsible for Client criteria/policies related to 340B Contract Pharmacy. DCS will only recognize a 340B Contract Pharmacy as an agent of a 340B Covered Entity to the extent that the Client permits DCS to so recognize the 340B Contract Pharmacy as an agent of the 340B Covered Entity under the Client's criteria and policies as communicated to DCS.
- c. "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.
- d. "340B Price" means the 340B Ceiling 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.
- e. "340B Product" means pharmaceutical Product(s) sold at the defined 340B Price to eligible 340B Covered Entities.
- f. "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.
- g. "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.
- h. "Business Days" means any day banking institutions are open for business in Nashville, TN.
- i. "Calendar Days" means all days in a month, including weekends and holidays.
- j. "Client" means a Manufacturer who has contracted with DCS for provision of logistics services to Fulfill certain Products at the 340B Price or Sub-Ceiling 340B Price.

- k. "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.
- l. "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.
- m. "EDI" means electronic data interface transaction set(s) using specifications defined by the Healthcare Distribution Alliance (HDA).
- n. "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 Purchasing Customer on these shipments.
- o. "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.
- p. "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.
- q. "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.
- r. "Manufacturer" means the company or entity that owns the U.S. marketing rights to the NDC number of the Product.
- s. "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.
- t. "Preferred Returns Provider" means the contracted partner designated by a Client to receive, process and destroy return goods on behalf of the Client.
- u. "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.
- v. "Purchasing Customer" or "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.
- w. "Ship To Customer" means either the Purchasing Customer or Ordering Customer as designated by the location specified as the address for Product to be shipped.

- x. "Sold By" means the sales transaction for purpose of exchange of title between a Client and a Bill to Customer.
- y. "Sub Ceiling 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 Ceiling 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 Ceiling 340B Price may not purchase at Sub Ceiling 340B Price. 340B Covered Entities may only dispense or administer Product purchased at Sub Ceiling Prices to individuals that meet the definition of "patient" under HRSA guidance.
- z. "Sub Ceiling Product" means pharmaceutical Product(s) offered for sale by Client at a Sub Ceiling 340B Price to eligible 340B Covered Entities.
  - aa. "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.
  - bb. "Third-Party Administrator" or "TPA" means a third-party agent contracted by a 340B Covered Entity for the purpose of assisted Product ordering, replenishment and/or inventory management.
  - cc. "User" means a person or entity, including, without limitation, a TPA, operating a device to access the DCS Website to place orders for prescription pharmaceutical Product.
  - dd. "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.
  - ee. "You" or "your" means a 340B Covered Entity or 340B Contract Pharmacy, including any User acting for or on its behalf, accessing or using the Website or DHS Services.

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