END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("Agreement") governs your use of The 2020 Economic Report on U.S. Pharmacies and Pharmacy Benefit Managers ("Report") provided by Pembroke Consulting, Inc. d/b/a Drug Channels Institute ("PEMBROKE") under this Agreement made available to, or accessed by, you ("Purchaser"). This report may be cited in commercial documents with full and appropriate attribution. Nothing in the license is intended to reduce, limit, or restrict any rights arising from fair use under copyright law or other applicable laws.

1. License from PEMBROKE. Subject to the terms of this Agreement, PEMBROKE grants to Purchaser, and Purchaser hereby accepts, a limited, terminable, revocable, nontransferable, nonexclusive, nonsublicensable license to access and use (only as provided in this Section 1) the Report, only in accordance with this Agreement. Nothing in this license is intended to reduce, limit, or restrict any rights arising from fair use under copyright law or other applicable laws.

   a. Single User License: This license allows for use of this report by one individual person. This person may use the report on any computer, and may print out the report, but may not share the report with any other person or persons. Unless a Department/Team or Corporate License is purchased, a Single User License must be purchased for every person who wishes to use the report within the same organization or enterprise. Buyers who infringe upon these license terms are liable for a Department/Team or Corporate License fee.

   b. Department/Team License: This license allows for use of this report by 2 (two) to 10 (ten) employees within the same organization or enterprise as the purchaser identified in the upper left corner of this page. Each of these employees may use the report on any computer, and may print out the report, but may not share the report with any other person or persons unless a Corporate License is purchased. Buyers who infringe upon these license terms are liable for a Corporate License fee.

   c. Corporate License: This license allows for use of the report by an unlimited number of employees within the same organization or enterprise worldwide as the purchaser identified in the upper left corner of this page. Each of the employees within this organization or enterprise may use the report on any computer, and may print out the report, but may not share the report with any other person or persons outside the enterprise or organization.

2. Prohibited Uses.

   a. The text, graphics, images, video, data, design, organization, compilation, look and feel, advertising and all other protectable intellectual property in the Report are the property of PEMBROKE or the property of its advertisers and licensors and are protected by copyright and other intellectual property laws. Except as set forth in Section 1 or except where Purchaser has PEMBROKE’s written consent, Purchaser may not, nor shall it permit any third party to, sell, publish, modify, adapt, translate, create derivative works based upon, distribute, retransmit or otherwise provide access to the Report to anyone.

   b. Unless Purchaser has PEMBROKE’s written consent, Purchaser agrees not to rearrange or modify the Report. Purchaser agrees not to create abstracts from, scrape or display Report
for use on another web site or service. Purchaser agrees not to post any content from the Report to weblogs, newsgroups, mail lists or electronic bulletin boards, without our written consent.

c. Except as expressly permitted above, Purchaser shall not do, nor shall it permit any third party to do, any of the following: (a) remove, erase, or tamper with any copyright or other proprietary notice printed or stamped on or affixed to the Report, or fail to preserve all copyright and other proprietary notices on the Report or on any material contained in the Report; (b) refer to or otherwise use the Report as part of any effort to develop a service having any functional attributes, content, visual expressions or other features similar to those of the Report or to compete with PEMBROKE; (c) use the Report to provide, alone or in combination with any other product or service, any product or service to any person, whether on a fee basis or otherwise; (d) re-engineer, reverse engineer, decompile, or disassemble the Report; or (e) attempt to do any of the foregoing. Any and all rights in the Report, not explicitly granted to Purchaser under this Agreement, are expressly reserved by and to PEMBROKE, and Purchaser shall not exercise any rights in or to the Report, except to the extent explicitly stated in this Agreement.

3. Proprietary Rights. As between PEMBROKE and the Purchaser, the Report and all rights, including without limitation, Intellectual Property Rights (defined below), title, and interest therein and thereto lie exclusively with PEMBROKE or its partners. This Agreement is not an agreement of sale, and no title, interest, or Intellectual Property Rights or other ownership rights to the Content or Site are transferred to Purchaser pursuant to this Agreement, except as explicitly stated herein. Purchaser acknowledges that the restrictions in this Agreement are reasonable and necessary to protect PEMBROKE’s legitimate business interests. “Intellectual Property Rights” means any and all intellectual property rights and industrial property rights (throughout the universe, in all media, now existing or created in the future, and for the entire duration of such rights) arising under statutory or common law, contract, or otherwise, and whether or not perfected, including without limitation, all (a) rights associated with works of authorship including, but not limited to, copyrights, copyright applications, copyright registrations, and rights to prepare derivative works; (b) rights in trademarks, service marks, trade names, logos, symbols, and the like; (c) rights analogous to those set forth in this definition and any and all other proprietary rights relating to intangible property; and (d) rights to sue for past, present, and future infringement of any and all such intellectual property rights and industrial property rights. Without limiting the generality of the foregoing, except as otherwise required under this Agreement, Purchaser shall not use, and shall not permit the use of, any of PEMBROKE’s names, slogans, symbols, logos, or other trade or service marks, or other identifiers, in any manner without PEMBROKE’s prior written approval. Purchaser shall promptly notify PEMBROKE if Purchaser learns of any unauthorized use of the Report or Intellectual Property Rights. Purchaser shall provide all cooperation and assistance requested by PEMBROKE in connection with or related to PEMBROKE’s efforts to protect its or its partners Intellectual Property Rights.

The parties each acknowledge that any breach of Section 2 will irreparably harm PEMBROKE or its partners and that PEMBROKE or its partners would not have an adequate remedy at law for such breach. Purchaser agrees and consents that in the event of such breach, PEMBROKE shall be entitled, without posting bond, in addition to all other rights and remedies to which PEMBROKE may be entitled, to have a decree of specific performance or an injunction issued requiring any such violation to be cured and enjoining all persons involved from continuing the violation. The existence of any claim or cause of action that Purchaser or any other person may
have against PEMBROKE shall not constitute a defense or bar the enforcement of this Section 3. Purchaser acknowledges that the restrictions in this Section 3 are reasonable and necessary to protect legitimate business interests of PEMBROKE.

4. **Disclaimers.** NEITHER PEMBROKE NOR ANY OTHER THIRD PARTY PARTNERS OF PEMBROKE MAKE ANY REPRESENTATIONS OR WARRANTIES, ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, REGARDING THE REPORT OR ANY OTHER MATTER PERTAINING TO THIS AGREEMENT. PEMBROKE IS NOT RESPONSIBLE FOR BUSINESS DECISIONS, DAMAGES OR OTHER LOSSES RESULTING FROM USE OF THE REPORT AND ANY OTHER PRODUCT, SERVICE, MATERIAL, OR INFORMATION OFFERED BY PEMBROKE UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE OFFERED “AS IS” AND “WITH ALL FAULTS.” PEMBROKE MAKES NO REPRESENTATIONS OR WARRANTIES, AND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, WITH RESPECT TO THE REPORT AND ANY OTHER PRODUCT, SERVICE, OR INFORMATION OFFERED BY PEMBROKE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE PRESENT OR FUTURE METHODOLOGY, PROCESS, OR METHOD EMPLOYED BY PEMBROKE FOR PROVIDING THE REPORT, EXPRESS OR IMPLIED, WRITTEN OR ORAL, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, NON-INFRINGEMENT, QUALITY, TITLE, NON-INFRINGEMENT, OR THAT THE REPORT WILL BE TIMELY, SECURE, UNINTERRUPTED OR ERROR-FREE, FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MEET PURCHASER’S REQUIREMENTS.

5. **Limitation of Liability.** NEITHER PEMBROKE NOR ITS THIRD PARTY PARTNERS SHALL BE LIABLE FOR ANY DIRECT, SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, EXTRA-CONTRACTUAL, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR LOST PROFITS, WHICH MAY OR DO RESULT FROM OR RELATE TO THE USE OF, ACCESS TO, OR INABILITY TO USE THE REPORT OR ANY OTHER PRODUCTS, SERVICES, MATERIALS, AND INFORMATION OFFERED BY PEMBROKE UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE FAILURE OF PEMBROKE TO PROVIDE THE REPORT FOR ANY REASON AT ANY TIME, REGARDLESS OF LEGAL THEORY, WHETHER OR NOT ANY PARTY HAD BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF SUCH DAMAGES, AND EVEN IF THE REMEDIES OTHERWISE AVAILABLE FAIL OF THEIR ESSENTIAL PURPOSE. UNDER NO CIRCUMSTANCES WILL THE TOTAL LIABILITY OF PEMBROKE TO PURCHASER OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH, BASED UPON, OR ARISING FROM THE REPORT OR ANY OTHER PRODUCTS, SERVICES, MATERIALS, AND INFORMATION OFFERED BY PEMBROKE UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE TOTAL OF ALL AMOUNTS PAID BY PURCHASER TO PEMBROKE OR ITS AGENTS DURING THE SIX-MONTH PERIOD PRECEDING THE DATE THE EVENTS GIVING RISE TO THE LIABILITY AROSE.

6. **Indemnification.** Purchaser shall indemnify and hold harmless PEMBROKE and its directors, officers, employees, agents, and contractors ("Indemnitees") from and against all actions, suits, hearings, and other proceedings of third parties and of PEMBROKE ("Claims"), and all judgments, losses, obligations, risks, awards, settlements, compromises, liabilities, damages, costs, and expenses (including without limitation, reasonable attorneys’ fees and attorneys’ disbursements) arising out of or in incurred in connection with (a) any actual or alleged breach of this Agreement or use of the Report by Purchaser, or its directors, officers, customers,
employees, agents, representatives, or contractors, and (b) Purchaser’s fraud, negligence, or willful misconduct in connection with this Agreement or its use of or access to the Report.

7. **Third Party Materials, Products and Services.** The Report is available for informational purposes only. Use of the Report is entirely at Purchaser’s own risk. PEMBROKE expressly disclaims any and all responsibility for or related to the materials, products or services provided by third parties or the transactions you conduct or enter into with third parties. Additionally, the Report may contain links to other Internet Web sites for the convenience of users in locating information, products, or services that may be of interest. PEMBROKE expressly disclaims any and all responsibility for the content, the accuracy of the information, or quality of products or services provided by or advertised on these third-party sites.

8. **Term and Termination.** This Agreement shall govern any and all access to the Report, at any time and from any location. PEMBROKE may terminate this Agreement immediately by giving notice of termination to Purchaser, and without prejudice to any other rights or remedies PEMBROKE may have. Upon the expiration or termination of this Agreement, whether under this Section or otherwise, Purchaser shall cease all use of and access to the Report.

9. **Fees and Payments.** You agree to pay the fees and any other charges incurred in connection with your use of the Report (including any applicable taxes). Unless PEMBROKE states in writing otherwise, all fees and charges are nonrefundable.

10. **Compliance with Laws.** Purchaser shall comply with all applicable laws and regulations.

11. **Assignment.** Purchaser may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without PEMBROKE’s prior written consent. Any attempted assignment in violation of this Section 11 shall be void.

12. **Independent Contractor.** PEMBROKE and Purchaser are each independent contractors and neither party shall be, nor represent itself to be, the franchiser, partner, broker, employee, servant, agent, or legal representative of the other party for any purpose whatsoever. Neither party is granted any right or authority to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other party, or to bind the other party in any manner or thing whatsoever. The parties do not intend to form a partnership or joint venture as a result of this Agreement.

13. **Modification to Terms.** PEMBROKE reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Report at any time, effective upon posting of an updated version of this Agreement on PEMBROKE’s website located at [www.drugchannelsinstitute.com](http://www.drugchannelsinstitute.com). PEMBROKE agrees to notify Purchaser in writing of any material modification at or before the time of such modification’s effectiveness. Continued use of the Report after such notice shall constitute Purchaser’s consent to such modifications.

14. **General.** This Agreement shall be governed exclusively by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of laws provisions, and the exclusive jurisdiction and venue for any and all disputes arising out of this Agreement or related to the Service are in the state and federal courts located in Philadelphia, Pennsylvania. EACH PARTY IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATED TO THIS AGREEMENT. This Agreement constitutes the complete and exclusive statement of the agreement between the parties with respect to the subject matter of this
Agreement, and this Agreement supersedes any and all prior oral or written communications, proposals, representations, and agreements. Except as otherwise provided in this Agreement, this Agreement may be amended only by mutual agreement expressed in writing and signed by both parties, and any attempted amendment in violation of this Section shall be void. Section headings are for reference only and shall not affect the interpretation of this Agreement. The waiver or failure of either party to exercise in any respect any right provided under this Agreement shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement. The parties do not intend, nor shall any clause be interpreted, to create under this Agreement any obligations of PEMBROKE in favor of, benefits to, or rights in, any third party. Should any term or provision of this Agreement be held to any extent unenforceable, invalid, or prohibited under law, then such provision shall be deemed restated to reflect the original intention of the parties as nearly as possible in accordance with applicable law and the remainder of this Agreement.