END USER LICENSE AGREEMENT

THIS END USER LICENSE AGREEMENT ("**Agreement**") governs your use of *The 2026 Economic Report on U.S. Pharmacies and Pharmacy Benefit Managers* ("**Report**") provided by HMP Omnimedia, LLC, an HMP Global Company, d/b/a Drug Channels Institute, ("**DCI**") under this Agreement made available to, or accessed by, you ("**Purchaser**"). Purchaser may cite this Report 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 DCI. Subject to the terms of this Agreement, DCI grants to Purchaser, and Purchaser hereby accepts, a limited, terminable, revocable, nontransferable, nonexclusive, nonsublicenseable 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 the 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. DCI does not permit the purchase of a single user license by individuals working at investment/financial firms, multi-person consulting firms, publicly traded companies, and any organization with more than 10 (ten) employees. Purchasers who violate this limitation are liable for a Department/Team or Corporate License fee.

    b. Department/Team License: This license allows for use of the 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. Purchasers violate this limitation 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 DCI 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 DCI'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 DCI'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 DCI's 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, document security, 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 DCI; (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; (e) use the Report to train any large language model, chatbot, fuzzy logic system, expert system or other artificial intelligence application; or (f) 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 DCI, 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 DCI 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 DCI 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 Report are transferred to Purchaser pursuant to this Agreement, except as explicitly stated in this Agreement. Purchaser acknowledges that the restrictions in this Agreement are reasonable and necessary to protect DCI'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 DCI's names, slogans, symbols, logos, or other trade or service marks, or other identifiers, in any manner without DCI's prior written approval. Purchaser shall promptly notify DCI if Purchaser learns of any unauthorized use of the Report or Intellectual Property Rights. Purchaser shall provide all cooperation and assistance requested by DCI in connection with or related to DCI's efforts to protect its or its partners Intellectual Property Rights.

The parties each acknowledge that any breach of Section 2 will irreparably harm DCI or its partners and that DCI 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, DCI shall be entitled, without posting bond, in addition to all other rights and remedies to which DCI 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 DCI shall not

constitute a defense or bar the enforcement of Section 2 or this Section 3. Purchaser acknowledges that the restrictions in this Section 3 are reasonable and necessary to protect legitimate business interests of DCI.

4. Disclaimers. NEITHER DCI NOR ANY THIRD PARTY PARTNER OF DCI MAKES 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. DCI 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 DCI UNDER OR IN CONNECTION WITH THIS AGREEMENT ARE OFFERED "AS IS" AND "WITH ALL FAULTS." DCI 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 DCI UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE PRESENT OR FUTURE METHODOLOGY, PROCESS, OR METHOD EMPLOYED BY DCI 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-INTERFERENCE, QUALITY, TITLE, NON-INFRINGEMENT, OR THAT THE REPORT WILL BE TIMELY, ERROR-FREE, OR FREE FROM VIRUSES OR OTHER HARMFUL COMPONENTS, OR MEET PURCHASER'S REQUIREMENTS.

5. Limitation of Liability. NEITHER DCI NOR ITS THIRD PARTY PARTNERS SHALL BE LIABLE FOR ANY 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 DCI UNDER OR IN CONNECTION WITH THIS AGREEMENT, OR THE FAILURE OF DCI 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 DCI 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 DCI UNDER OR IN CONNECTION WITH THIS AGREEMENT EXCEED, IN THE AGGREGATE, THE PRICE PURCHASER PAID FOR THE REPORT.

6. 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. DCI 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 websites for the convenience of users in locating information, products, or services that may be of interest. DCI 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.

7. Term and Termination. This Agreement shall govern any and all access to the Report, at any time and from any location. DCI may terminate this Agreement immediately by giving notice of

termination to Purchaser, and without prejudice to any other rights or remedies DCI 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.

8. 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 DCI states in writing otherwise, all fees and charges are nonrefundable.

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

10. Assignment. Purchaser may not sublicense, assign, or transfer this Agreement, or any rights and obligations under this Agreement, in whole or in part, without DCI's prior written consent. Any attempted assignment in violation of this Section 10 shall be void.

11. Independent Contractor. DCI 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.

12. Modification to Terms. DCI 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 DCI's website located at www.drugchannelsinstitute.com. DCI 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.

13. 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 Report 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 DCI 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.