

LEXISNEXIS RISK SOLUTIONS MARKETVIEW END USER LICENSE AGREEMENT

IMPORTANT: READ CAREFULLY – This End User License Agreement (“EULA”) is a binding contract between the entity you represent (“User”) and LexisNexis Risk Solutions FL Inc. (“LN”). BY CLICKING THE BOX LABELED “I ACCEPT THE LICENSE AGREEMENT”, OR BY DOWNLOADING AND/OR USING THE DATA PRODUCT, USER ACCEPTS AND AGREES TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS OF THIS END USER LICENSE AGREEMENT AND YOU WARRANT THAT YOU ARE AUTHORIZED BY USER TO BIND USER AND ACT ON USER’S BEHALF WITH RESPECT TO THIS EULA. If User does not agree to the terms of this EULA, User may not download and/or use the Data Product (as defined below). LN reserves all rights not expressly granted to User in this EULA. As used herein, the term “User” shall include any employees of User who are permitted to use the Data Product pursuant to this EULA.

GRANT AND SCOPE OF LICENSE. LN grants User, a limited, non-exclusive, non-transferable right to download and/or use the MarketView service which this EULA accompanies that is delivered to User through use of the AWS Marketplace (collectively, the “Data Product”) and any documentation supporting the use of the Data Product (the “Documentation”), only by individual end users located in the country(ies) authorized by LN or otherwise pre-approved in writing by LN in advance, provided that User complies with all of the terms and conditions of this EULA, and does so in strict accordance with the following conditions: (i) User shall use the Data Product for the User only; (ii) User shall use the Data Product solely for User’s own internal business purposes, and not for services to third parties; (iii) User shall not use the Data Product to evaluate or scan data of or for third parties, and such evaluation and/or scanning is expressly prohibited; (iv) User shall not allow the LN Data to be transferred, stored or access outside the United States; (v) User shall not use the Data Product to create a product or service that would compete with the Data Product; (vi) User acknowledges and agrees that it is not permitted to and that it shall not use the Data Product in whole or in part, for the purpose of serving as a factor in establishing a consumer’s eligibility for credit or insurance, employment purposes, or for any other purpose(s) authorized under section 604 of the federal Fair Credit Reporting Act (15 U.S.C. Sec. 1681 et seq.) (“FCRA”) or similar state statute; and (vii) User shall use the Data Product in accordance with the requirements of all applicable laws and regulations. User represents and warrants that it has the right to use the Data Product in all manners and purposes for which it uses the Data Product. User shall be liable for its agent’s breach of this EULA as if such breach had been committed by User. User shall have no right to, and agrees not to: (i) attempt through any means or manner to re-identify patient information in any Data Product, (ii) correlate any Data Product to any person

or entity in violation of HIPAA or other Applicable Laws, (iii) use or permit access to the Data Product other than in its De-Identified form.

TERM AND TERMINATION. This EULA shall become effective upon the downloading of the Data Product. The license for the Data Product shall remain in effect for twelve (12) months thereafter (“Term”). LN may terminate this EULA and/or all access to data files immediately and without notice if (i) LN has a reasonable basis to believe that User or any of its employees or agents have used or will use the Data Product in connection with any violation of applicable laws, regulations, or the scope of the license granted hereunder or have committed or will commit hostile network attacks or other improper activities; or (ii) User fails to strictly comply with the requirements of the section entitled CONFIDENTIAL INFORMATION. Refunds shall not be granted in the event of early termination of this EULA. Upon termination, User shall immediately cease using the Data Product and shall dispose of all copies of the Data Product, Documentation, and any other materials received from LN by either returning same to LN or erasing, purging or destroying same. Upon request, User shall provide LN with a written statement signed by a duly authorized representative certifying that all such Data Product, Documentation, and other products or materials received from LN have been duly returned, erased, purged and destroyed.

PROPRIETARY RIGHTS. This EULA does not transfer ownership of the Data Product, the Documentation or any copy thereof, or any other intellectual property rights of LN. LN shall retain all right, title and interest in and to the Data Product, the Documentation and any copies thereof furnished to User or otherwise made by User hereunder, and all intellectual property embodied therein, including all rights and benefits afforded under United States copyright, patent, or trade secret law and international treaties. User shall use the Data Product consistently with LN’s right, title and interest therein, shall promptly notify LN of any threatened or actual infringement thereof, and shall cooperate without charge (provided that LN will reimburse out of pocket expenses) in LN’s efforts to protect its rights therein.

CONFIDENTIAL INFORMATION. User acknowledges that it may have access to confidential information of LN relating to LN’s business including, without limitation, product information, pricing information, product development plans, data contained in LN Services, and other business information (“Confidential Information”). Confidential Information shall not include information that: (i) is or becomes (through no improper action or inaction by the User) generally known to the public; (ii) was in the User’s possession or known by it prior to receipt from

LN; (iii) was lawfully disclosed to User by a third-party and received in good faith and without any duty of confidentiality by the User or the third-party; or (iv) was independently developed without use of any Confidential Information of LN by employees of the User who have had no access to such Confidential Information. User agrees not to divulge any Confidential Information or information derived therefrom to any third-party and shall protect the confidentiality of the Confidential Information with the same degree of care it uses to protect the confidentiality of its own confidential information and trade secrets, but in no event less than a reasonable degree of care. Notwithstanding the foregoing, the User may disclose Confidential Information solely to the extent required by subpoena, court order or other governmental authority, provided that the User shall give LN prompt written notice of such subpoena, court order or other governmental authority so as to allow LN to have an opportunity to obtain a protective order to prohibit or restrict such disclosure at its sole cost and expense. Confidential Information disclosed pursuant to subpoena, court order or other governmental authority shall otherwise remain subject to the terms applicable to Confidential Information. The User's obligations with respect to Confidential Information shall continue for the term of this Agreement and for a period of five (5) years thereafter.

DESCRIPTION OF LIMITATIONS. User agrees not to modify, adapt, reproduce, distribute, resell, retransmit, merge with any other program, prepare derivative works based on, demonstrate, translate, or reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Data Product, except: (i) User may install or access the Data Product and/or Documentation on or from User's computer hard drives (including network or server computers) only as needed to exercise the license rights granted herein; (ii) User may make one (1) copy each of the Data Product, if applicable, and Documentation for each site where the Data Product is in authorized use under this EULA for use only as a backup; and/or (iii) to the extent that such activity is expressly permitted by applicable law notwithstanding this limitation. User must first give LN notice of its intention to engage in any such activity expressly permitted by applicable law sufficiently in advance thereof to permit LN to determine for itself beforehand if such activity is so permitted. Any copy of the Data Product or Documentation made by User shall contain all copyright, trade secret, trademark and other proprietary rights notices or logos as are in the original.

INSPECTION; RECORDS. User understands and agrees that in order to ensure compliance with applicable law and LN policies, LN may conduct periodic audits of User activity and may contact User to provide documentation regarding usage and executed searches. LN also investigates reports of abuse or misuse by User, and User agrees to cooperate fully with any and all audits and/or investigations.

Subject to reasonable advance notification, User agrees to permit LN to enter the premises of User and/or its agents for LN to inspect records, reports and the use of the Data Product(s) during regular business hours to verify compliance with the terms of this EULA. Violations discovered in any review by LN will be subject to immediate action including, but not limited to, immediate suspension of User's access to data and/or termination of this EULA. If LN determines that User is in violation of the terms of this EULA, User shall reimburse LN for all costs incurred in connection with the inspection(s).

PRIVACY PRINCIPLES. With respect to personally identifiable information regarding consumers, the parties further agree as follows: LN has adopted the "LN Privacy Principles" ("Principles") recognizing the importance of appropriate privacy protections for consumer data and User agrees that User (including its directors, officers, employees and agents) will comply with the Principles or User's own comparable privacy principles, policies, or practices. LN's Privacy Principles are available at <http://www.lexisnexis.com/privacy/data-privacy-principles.aspx>. User shall implement and maintain reasonable security procedures and practices appropriate to the nature of the information it receives from LN, to protect the personal information from unauthorized access, destruction, use, modification or disclosure.

SECURITY EVENT. User will use commercially reasonable efforts to maintain industry recognized security standards to protect the confidentiality and integrity of the LN Data including, but not limited to, protecting the LN Data against any use that is not permitted hereby. Without limiting the foregoing, User shall employ multiple security mechanisms to ensure the confidentiality and integrity of the LN Data, including but not limited to authentication controls, authorization controls, audit controls, and encryption. User shall, at its sole expense: (i) immediately notify LN of any security breach by written notification to the LN Information Assurance and Data Protection Organization at 1000 Alderman Drive, Alpharetta, Georgia 30005 and by email (security.investigations@lexisnexis.com) and by phone (1-888-872-5375), unless as required by Applicable Law; (ii) timely and fully comply with all applicable notification requirements in the event of a security breach, including the cost of such notification.

DISCLAIMER OF WARRANTY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, LN AND ITS DISTRIBUTORS AND SUPPLIERS DISCLAIM ANY WARRANTY (WHETHER EXPRESS OR IMPLIED), INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, OR THE CORRECTNESS, COMPLETENESS OR CURRENTNESS OF ANY DATA OR RESULTS, WITH RESPECT TO THE DATA PRODUCT,

DOCUMENTATION, AND SUPPORT SERVICES, ALL OF WHICH ARE BEING PROVIDED ON AN "AS IS" BASIS. ANY STATEMENTS REGARDING THE DATA PRODUCT OR SUPPORT SERVICES MADE BY A DISTRIBUTOR OR OTHER THIRD PARTY ARE NOT WARRANTIES AND CANNOT BE RELIED UPON BY USER. THE ENTIRE RISK ARISING OUT OF USE OF THE DATA PRODUCT AND SUPPORT SERVICES REMAINS WITH THE USER.

EXCLUSION OF INCIDENTAL, CONSEQUENTIAL AND CERTAIN OTHER DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL LN, ITS SUPPLIERS, OR ANYONE ELSE WHO HAS BEEN INVOLVED IN THE CREATION, SOFTWARE PRODUCTION, OR DELIVERY OF THE DATA PRODUCT OR SUPPORT SERVICES BE LIABLE TO USER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, LOSS OF BUSINESS INFORMATION, OR BUSINESS INTERRUPTION) ARISING OUT OF OR IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE DATA PRODUCT, EVEN IF LN OR ANY THIRD PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. USER ACKNOWLEDGES THAT EVERY BUSINESS DECISION INVOLVES ASSUMPTION OF A RISK, AND THAT NEITHER LN NOR ANY THIRD PARTY UNDERWRITES THAT RISK IN ANY MANNER WHATSOEVER. IF, NOTWITHSTANDING THE FOREGOING, LIABILITY CAN BE IMPOSED ON LN OR ANY THIRD PARTIES, THEN USER AGREES THAT THE AGGREGATE LIABILITY OF LN AND/OR ANY THIRD PARTIES FOR ANY AND ALL LOSSES OR INJURIES ARISING OUT OF ANY ACT OR OMISSION OF LN AND/OR ANY THIRD PARTIES IN CONNECTION WITH ANYTHING TO BE DONE OR FURNISHED UNDER THIS EULA, REGARDLESS OF THE CAUSE OF THE LOSS OR INJURY (INCLUDING NEGLIGENCE) AND REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE RIGHT CLAIMED TO HAVE BEEN VIOLATED, SHALL NEVER EXCEED THE FEES ACTUALLY PAID BY USER TO LN FOR THE DATA PRODUCT AND/OR SUPPORT SERVICES TO WHICH A GIVEN CLAIM RELATES AND WHICH WERE DELIVERED OR PROVIDED DURING THE TWELVE (12) MONTHS IMMEDIATELY PRIOR TO THE EVENT GIVING RISE TO THE CLAIM, AND USER COVENANTS AND PROMISES THAT USER WILL NOT SUE LN AND/OR ANY THIRD PARTIES FOR AN AMOUNT GREATER THAN SUCH SUM EVEN IF LN AND/OR ANY THIRD PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND THAT USER WILL NOT SEEK PUNITIVE DAMAGES IN ANY SUIT AGAINST LN AND/OR ANY THIRD PARTIES, ALL IN CONSIDERATION OF THE RECEIPT BY USER OF THE DATA PRODUCT OR SUPPORT SERVICES AT THE RATES CHARGED BY LN HEREUNDER, WHICH ARE FAR LOWER THAN WOULD BE AVAILABLE TO USER ABSENT THE WAIVERS AND DISCLAIMERS CONTAINED HEREIN. THIS LIMITATION SHALL APPLY NOTWITHSTANDING ANY FAILURE OF AN ESSENTIAL

PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN.

INFORMATIONAL TOOL. The Data Product is intended solely for informational purposes. Users shall not use it to perform medical diagnostic functions, set treatment procedures or as a substitute for the medical judgment of a physician or qualified health care provider. User acknowledges that the Data Product may include or incorporate third party information which is not subject to evaluation by LN, and is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of User. LN does not assume any responsibility for action of User which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis.

INDEMNIFICATION. (a) LN will indemnify, defend and hold harmless User from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees) finally awarded by a court or agreed to in a settlement agreement arising as a result of or in connection with any claim that an unmodified Data Product or Documentation, when used in accordance with this EULA, infringes a United States patent or United States registered copyright, subject to User's compliance with all of the provisions of subsection (c) below. (b) User will indemnify, defend and hold harmless LN and any third parties from and against any and all claims, losses, costs, liabilities and expenses (including reasonable attorneys' fees) arising from or in any way related to the use of the Data Product or Documentation by User, subject to LN's compliance with all of the provisions of subsection (c) below. (c) (i) The indemnified party must promptly give written notice of any claim to the indemnifying party; (ii) the indemnified party must provide any assistance which the indemnifying party may reasonably request for the defense of the claim (with reasonable out of pocket expenses paid by the indemnifying party); and (iii) the indemnifying party has the right to control the defense or settlement of the claim; provided however, that the indemnified party shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense. (d) The provisions of the preceding subsections notwithstanding, LN will not have any duty to indemnify, defend or hold harmless User with respect to any claim of infringement resulting from (i) User's misuse of the Data Product; or (ii) any information, direction, specification or materials provided by User or any third party. IF AN INJUNCTION OR ORDER IS ISSUED RESTRICTING THE USE OR DISTRIBUTION OF ANY OF THE DATA PRODUCT OR DOCUMENTATION, OR IF LN DETERMINES THAT THE DATA PRODUCT OR DOCUMENTATION ARE LIKELY TO BECOME THE SUBJECT OF A CLAIM OF INFRINGEMENT OR VIOLATION OF ANY PROPRIETARY RIGHT OF ANY THIRD PARTY, LN SHALL IN ITS SOLE DISCRETION

AND, AT ITS OPTION (i) PROCURE FOR USER THE RIGHT TO CONTINUE USING, REPRODUCING, AND DISTRIBUTING THE DATA PRODUCT AND DOCUMENTATION; (ii) REPLACE OR MODIFY THE DATA PRODUCT AND DOCUMENTATION SO THAT THEY BECOME NON-INFRINGEMENT, PROVIDED SUCH MODIFICATION OR REPLACEMENT DOES NOT MATERIALLY ALTER OR AFFECT THE SPECIFICATIONS FOR OR THE USE OR OPERATION OF THE DATA PRODUCT; OR (iii) TERMINATE THIS EULA AND REFUND ANY FEES ON A PRO RATA BASIS FOR LOST USE DURING THE THEN-REMAINING TERM WHEN TERMINATION OF THIS EULA OCCURS. THE FOREGOING REMEDIES CONSTITUTE USER'S SOLE AND EXCLUSIVE REMEDIES AND LN'S ENTIRE LIABILITY WITH RESPECT TO INFRINGEMENT CLAIMS OR ACTIONS.

ASSIGNMENT. This EULA shall not be assigned by User without the advance written consent of LN. This EULA shall be binding upon and inure to the benefit of the parties, their successors and permitted assigns. Any purported assignment in violation hereof shall be void.

SURVIVAL. Those provisions of this EULA that by their terms, nature or sense survive any termination or expiration of this EULA shall so survive in accordance with their terms, including but not limited to provisions related to intellectual property ownership and proprietary rights, limitations of liability, payment for product or services, disclaimer of warranties, and nondisclosure of confidential information.

PROMOTIONAL RELEASE. User shall not name LN or refer to the use of LN products or services in any publication, news release, advertisement, or promotional or marketing materials without written consent from LN.

MARKETING OPT-IN. User expressly consents to further communication from LN regarding the Data Product and/or other services offered by LN.

MISCELLANEOUS. This EULA is governed by the laws of the State of Georgia, without regard to conflict of laws principles. THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS IS EXPRESSLY EXCLUDED. User acknowledges that the Data Product is of U.S. origin and subject to U.S. export jurisdiction. Any export and/or use of Data Product outside of the United States of America, and compliance with corresponding laws, Nation State regulations, taxes, and tariffs, are the sole responsibility of the User. User acknowledges that LN is subject to economic sanctions laws, including but not limited to those enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC"), the European Union, and the United Kingdom. Accordingly, User shall comply with all economic sanctions laws of the United States, the European Union, and the United Kingdom. User shall

not provide access to the Data Product to any individuals identified on OFAC's list of Specially Designated Nationals ("SDN List"), the UK's HM Treasury's Consolidated List of Sanctions Targets, or the EU's Consolidated List of Persons, Groups, and Entities Subject to EU Financial Sanctions. User shall not take any action which would place LN in a position of non-compliance with any such economic sanctions laws. The failure or delay by either party in exercising any right, power or remedy under this EULA shall not operate as a waiver of any such right, power or remedy. If any provision of this EULA shall be held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law, and the remaining provisions of this EULA shall remain in full force and effect. The headings in this EULA are inserted for reference and convenience only and shall not enter into the interpretation hereof.

ENTIRE AGREEMENT. This EULA is the entire agreement between User and LN relating to the Data Product and the services (if any) and supersedes all prior EULAs or agreements (and any addenda or amendments thereto) and all other prior or contemporaneous oral or written communications, proposals and representations with respect to the Data Product, services, or any other subject matter covered by this EULA. ANY ADDITIONAL OR DIFFERENT TERM WHICH MAY APPEAR IN ANY PURCHASE ORDER OR OTHER DOCUMENT ORIGINATING WITH USER IS HEREBY OBJECTED TO AND REJECTED, AND TO THE EXTENT THAT THERE IS ANY CONFLICT BETWEEN ANY SUCH TERM AND ANY TERM OF THIS EULA, THE APPLICABLE TERM OF THIS EULA SHALL CONTROL. No modification, amendment, or waiver of any provision of this EULA shall be effective unless in writing signed by both parties (except as may be set forth on a Schedule A, as defined above).

PASS-THROUGH TERMS. The terms and conditions set forth below are required by LN's data suppliers:

1. User agrees that neither it nor its employees, representatives and/or agents shall: (a) attempt through any means or manner to re-identify any individual that is a subject of the Data Product or any relative(s), family or household member(s) of such individual, or match or correlate any individual identity or provider identity to the Data Product; (b) correlate any Data Product to any person or entity in violation of HIPAA or other Applicable Laws, rules or regulations; (c) contest the validity of the Data Product, or otherwise attempt to modify, reverse engineer or decompile any algorithms, techniques, processes, methods, know how or other related technology supplied by LN; (d) use the Data Product for any purpose other than those relating to the healthcare market and allowable under HIPAA; (e) attribute the Data Product, or the provision of the Data Product, to LN or any of its data suppliers or their respective

clients; (f) directly contact any patient; or (g) link any Customer or third-party data to any Data Product.

2. User agrees that neither it nor its employees, representatives and/or agents shall: (a) use any Data Product: i) to identify a patient or pharmacy, or ii) by and for the account and benefit of any person, subsidiary, company or entity other than User, whether or not any of the foregoing may be affiliated with User; (b) permit Data Product, in whole or part, to pass into possession of any person, subsidiary, affiliate, contractor, agent, partner, company or other entity without LN's express written consent; (c) use the Data Product in any way to exhibit, reference, access or generate identified patient or individual pharmacy level data (all records contained in the Data Product will be aggregated when used or referenced); or (d) share any Data Product with any pharmacy or prescriber, or with any person employed or engaged by a pharmacy or prescriber.

3. If for any reason Data Product is disclosed or used by User or any third party in violation of this Agreement or any unauthorized access, re-identification attempt, inadvertent re-identification or purposeful re-identification of any Data Product, User will immediately notify LN within two (2) business days of discovery. User shall remedy in accordance with LN's reasonable direction any unauthorized access, re-identification attempt, inadvertent re-identification or purposeful re-identification of any Data Product.

4. Notwithstanding anything to the contrary, User shall not use the Data Product to (a) identify and/or select sites, practitioners, patients or other individuals for participation in clinical trials; (b) assess or benchmark quality, cost-effectiveness or value of care delivered or reimbursed by a pharmacy, other healthcare provider, PBM or other payer entity; and (c) identify or profile patients, consumers or other individuals or any healthcare providers.

5. User shall (a) implement, use and enforce reasonable and appropriate technical, physical and administrative safeguards to (i) protect the confidentiality and integrity of the Data Product, (ii) assure that the Data Product is accessed only by your employees who are authorized users under this Agreement (or employees who are authorized users of a permitted third party), (iii) assure that the Licensed Data remains De-identified in accordance with 45 CFR § 164.514(b) and is used in accordance with any restrictions in a De-identification statistician

certification, if applicable and as provided by LN, and (iv) prevent against the unauthorized access, use, disclosure or modification of any Data Product except as permitted under this Agreement; (b) maintain an audit log of any individual who or entity which accesses the Data Product; (c) monitor any server storing any Data Product for intrusion, hacking or any other form of access not permitted under this Agreement; and (d) appoint and maintain a Privacy Officer and Security Officer responsible for ensuring that the Licensed Data is maintained, transmitted, used and disclosed in accordance with this Agreement, HIPAA and other Applicable Law.

6. Neither LN's data supplier(s) nor its licensors and providers make any representations or warranties directly to Users with regard to the Licensed Data. Accordingly, User agrees that LN's data supplier(s) shall have no liability to you in connection with the Data Product or this Agreement. Without limiting the foregoing, LN's data supplier(s) shall not be responsible to User for personal injury or death that may occur as a result of use of the Data Product.

7. User is responsible for compliance with the terms of the Agreement, including these pass-through terms, by User's employees, agents, contractor, representatives and authorized users, and any other person or entity to whom User gives access to any Data Product, and User shall be liable for breach of the Agreement, including, without limitation, these pass-through terms, by any such person or entity, to the same extent as if such breach were committed by User.

8. LN's data supplier(s) is an intended third party beneficiary of these pass-down terms for purposes of enabling LN's data supplier(s) to enforce its rights against User.

LexisNexis Risk Solutions FL Inc., a Minnesota corporation, with an address of 1000 Alderman Drive, Alpharetta, Georgia 30005.

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