

## **DSCSA Compliance Services Participation Agreement**

### **RECITALS**

**WHEREAS** PRS, Inc. and Advasur, LLC (hereinafter referred to as "VENDORS") are engaged in the business of providing Drug Supply Chain Security Act (the "DSCSA"), "Track and Trace," compliance systems and services (the "DSCSA Compliance Services"); and

**WHEREAS** Dispenser (defined as the purchaser of the DSCSA Compliance Services) wishes its specified pharmacy location to comply with DSCSA compliance regulations; and

**WHEREAS** VENDORS by providing information detailing the price, quantity, and value of all DSCSA Compliance Services VENDORS would offer to Dispenser; and

**WHEREAS**, based upon the representations, covenants and warranties contained herein, all of which are deemed to be material, Dispenser has selected the VENDORS as the providers DSCSA Compliance Services required to meet the DSCSA requirements for the specified pharmacy location, and VENDORS have agreed to provide their DSCSA Compliance Systems and Services to Dispenser, upon the terms and conditions set forth herein; and

**NOW, THEREFORE**, in consideration of the foregoing and of the mutual provisions set forth herein, the VENDORS and Dispenser (hereinafter, each a "Party" and collectively, the "Parties") agree as follows:

### **I. Definitions**

"Agreement" means this DSCSA Compliance Services Participation Agreement by and between VENDORS and Dispenser.

"Confidential Information" means all secret, proprietary, or confidential information of or relating to the Parties, its subsidiaries, and affiliates, or any of the VENDORS DSCSA Compliance Services, which is not generally known to the public, whether disclosed in writing, orally, or by other means and whether or not marked with a restricted legend or identified as confidential at the time of receipt, including but not limited to the following: (1) business, financial, and technical information of any kind, including business forecasts, reports, prices, costs, vendors, customer information, and consumer data and information; (2) plans, research, and software; (3) systems design, systems planning, technical data, research and development efforts, designs, methods, techniques, trade secrets, processes and know-how, whether tangible or intangible and whether or not stored, compiled or memorialized physically, electronically, graphically or in writing; (4) third party information of any type, including third party software; and (5) internal business practices learned through the performance of this Agreement.

"Effective Date of this Agreement" means the date VENDORS gives Dispenser access to the relevant DSCSA Compliance Services product.

"Intellectual Property" means any and all ideas, information, concepts, designs, know how, techniques, processes, methods, inventions, products, works of authorship, discoveries, developments, source code and object code, other programming code, algorithms, mask works, innovations, improvements, and other proprietary property of a party of any kind, whether tangible or intangible, whether in written, oral, chemical, magnetic, photographic, optical, or other form, in all stages of research and development.

### **II. Performance Obligations of VENDORS**

- A. For each DSCSA Compliance Services product purchased by Dispenser, VENDORS will provide the tools listed in Attachment A. VENDORS reserves the right, in its sole discretion, to update and change the product contents and deliverables at any time.
- B. VENDORS shall provide a limited license to utilize the VENDORS DSCSA Compliance Services Software, to provide related updates about Dispenser's facility and to receive updates from VENDORS, if necessary, for the term of this Agreement. The limited license shall include the following: (i) establishment of a user account on the VENDORS DSCSA Compliance Services system; (ii) a link into the VENDORS DSCSA Compliance Services Software; and (iii) full use of the VENDORS DSCSA Compliance Services Software products purchased. As long as the Dispenser is in compliance with the terms of this Agreement, VENDORS grants the Dispenser a limited license to use the VENDORS DSCSA Compliance Services Software for

the purposes described in this Agreement. The Dispenser's limited license to utilize the VENDORS DSCSA Compliance Services Software shall terminate immediately upon termination of this Agreement.

- C. VENDORS shall bear all costs for the development and maintenance of DSCSA Compliance Services including, but not limited to, the VENDORS DSCSA Compliance Services Software
- D. VENDORS shall monitor and update VENDORS DSCSA Compliance Services to meet changes to federal regulations or other such updates as VENDORS may deem beneficial to the Dispenser's on-going compliance.
- E. VENDORS provides access to electronically delivered reports on any monitored information only while Dispenser is an active subscriber to the relevant service.
- F. VENDORS is not liable for faulty reports due to inaccurate or misspelled information provided by the Dispenser.
- G. VENDORS data policy.
  - a. VENDORS Systems will collect any data required by the DSCSA and store it for the Pharmacy for a period of six years as required and said collection is approved by Dispenser.
  - b. DSCSA Compliance Data collected and identifiable to the Dispenser belongs to the Dispenser and VENDORS will not sell the Dispenser identifiable data.
  - c. Dispenser gives VENDORS permission to identify the source of Dispenser DSCSA Compliance data to then aggregate the data for data share purposes with your buying group and for building analytic tools to assist our client base build and protect their business.
  - d. Dispenser gives VENDORS permission to share data with its buying group to use for the purpose of validating purchases for rebates the group may have arrangements to receive.
  - e. There is no pricing data of any sort contained in the Advanced Shipping Notice (ASN) or Electronic Product Code Information Services (EPCIS) Files.
- H. If Dispenser does not have a Global Location Number (GLN), VENDORS will acquire and maintain Dispenser's GLN. A GLN is a business' unique identifier used by trading partners to gather location information and master data. The GLN is a requirement for DSCSA Compliance. The Dispenser will own the number. Dispenser is responsible for all costs of obtaining and renewing the GLN and gives VENDORS permission to bill the credit card provided by Dispenser. The cost of obtaining a GLN is \$50.

### III. Performance Obligations of the Dispenser

- A. The Dispenser is solely responsible for selecting, purchasing, installing, and maintaining the equipment and telecommunications needed to access the VENDORS DSCSA Compliance Services Software and website.
- B. The Dispenser is responsible for purchasing programs/products for use at each individual location (based on street address and/or separate State Pharmacy License). Products are not permitted to be shared among Pharmacy locations. 340B Dispensers can have up to five covered entities per license and must purchase additional licenses as needed.

### IV. Confidentiality and Indemnification

- A. Confidentiality. The Dispenser and VENDORS shall not, during the term of this Agreement or at any time thereafter, disclose the Confidential Information or any portion thereof of the other Party, to any person, except on a confidential basis to each Party's officers, directors, employees, or agents who have a need to know such Confidential Information in order to fulfill, or to assist in fulfilling, each Party's obligations under this Agreement and who are bound in writing, or by the ethical standards of their profession, to preserve the confidentiality thereof. Neither Party shall use the Confidential Information of the other for any purposes other than those permitted under this Agreement. Each Party shall diligently preserve the confidentiality of the Confidential Information of the other and shall exercise at least such care as each Party employs to preserve the confidentiality of its own Confidential Information but in no event less than reasonable care. Each Party shall exercise particular care protecting Confidential Information that is intended or likely to be used by the other Party, or any third party, in connection with any business activities that are competitive with the business activities conducted by the other Party.
- B. Indemnification. The Dispenser and VENDORS agree to indemnify the other Party for, and to hold it harmless against, any and all claims, suits, actions, proceedings, investigations, judgments, deficiencies, damages, settlements, liabilities and expenses (including reasonable legal fees and expenses of attorneys) as and when incurred, arising out of or based upon

any act, omission, alleged act, or alleged omission by the other Party or any other cause, in any case in connection with the acceptance of, or performance by the other Party of, any of the other Party's duties under this Agreement, except as a result of a Party's bad faith, willful misconduct and/or gross negligence.

#### V. Term and Termination

- A. Term. Due to the Drug Supply Chain Security Act ("DSCSA") requiring Dispenser's producing DSCSA required information on a rolling six (6) year schedule, this agreement will have the same terms. This Agreement's initial term begins on the Effective Date and expires in six (6) years from the Effective Date to comply with the DSCSA Compliance rolling six-year retention federal requirement. This Agreement will automatically renew for one (1) year renewal terms ensuring the six (6) years of prior repository data is held as required. Retail Pharmacies signing up for the \$66/month (Retail Tier) commit to a term length of 3 years. Combo and Specialty/LTC Tier Dispensers or VENDORS may notify the other of their desire to terminate this Agreement within thirty (30) days of written notice. This Agreement may be terminated at any time during the free trial period.
- B. Termination by the Dispenser. The Dispenser may terminate this Agreement if VENDORS materially breaches any of its obligations set forth herein and does not cure the breaches within 30 days of the Dispenser's written notice of same.
- C. Termination by VENDORS. VENDORS may terminate this Agreement if either the Dispenser materially breaches any of its obligations set forth herein and does not cure the breaches within 30 days of VENDORS's written notice, fails to pay any invoice by its due date, or if circumstances beyond the control of VENDORS occur that affect the program.

#### VI. VENDORS DSCSA Compliance Services - Participation Fees

- A. Payment Terms. VENDORS must receive first monthly payment of the calculated VENDORS DSCSA Compliance Services participation fee in order to approve and grant Dispenser access to the program on the VENDORS website. However, if Dispenser signs this agreement on or before April 30, 2023, no payment shall be due until November 1, 2023. If signing occurs after April 30, 2023, billing shall begin thirty (30) days following the sign-up. Dispenser shall enter credit card information during the secure, online sign-up process or give credit card information to VENDORS over the telephone. VENDORS will securely retain credit card information and charge it for each monthly payment when due. Current fees are listed in Attachment B.
- B. Refund Policy. ALL SALES ARE FINAL, regardless of any changes to government requirements that Congress, or any other authority may enact or amend. If this Agreement is terminated for any reason, VENDORS will not refund any payments charged to Dispenser's card before the termination date.
- C. Fee Increases. VENDORS reserve to right to increase DSCSA Compliance Services Participation Fees at any time by giving Dispenser a thirty (30) day notice via email.

#### VII. General Provisions

- A. Notices. Any notice required or desired to be given under this Agreement shall be in writing and shall be sent via email or fax or any return receipt requested delivery method. Notices given hereunder shall be deemed given upon receipt. The addresses or fax number to which notices are to be sent may be changed by written notice given to the other Party. Dispensers may also change their delivery information on their online account.  
If to VENDORS:

PRS, Inc.  
201 Depot Street  
P.O. Box 852  
Latrobe, PA 15650  
Fax: 724-805-0314  
Email : prsinfo@prsrx.com

If to the Dispenser, the address, email address, or fax number listed on Dispenser's online DSCSA Compliance Services account.

- B. VENDORS DSCSA Compliance Services Terms and Conditions of Sale. The terms and conditions that apply to the purchase and sale of services through the VENDORS DSCSA Compliance Services website (referred to as the "site") are detailed in Attachment C.
- C. Headings. The headings of the sections contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.
- D. Severability. The provisions of this Agreement are intended to be severable. If any provision of this Agreement is held to be invalid, void, or unenforceable in whole or in part in any jurisdiction, then such provision shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability, without affecting in any way the remaining provisions hereof in such jurisdiction or rendering that or any other provision of this Agreement invalid or unenforceable in any other jurisdiction.
- E. Entire Agreement. This Agreement, including attachments, contains the final, complete, and exclusive expression of the understandings among the parties hereto with respect to the subject matter of this Agreement and there is no other agreement or understanding between the parties, whether oral or written, relating to the subject matter herein, except as otherwise expressly incorporated herein by reference.
- F. Governing Law. This Agreement shall be construed, and the rights and obligations of the parties hereunder shall be controlled by the laws of the Commonwealth of Pennsylvania.
- G. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed original, but all of which taken together shall constitute the same instrument.
- H. Electronic Signature. Online acceptance of this Agreement and/or the making of payment of any amount due shall bind the Parties to this Agreement with the same force and effect as a signed original.
- I. Intellectual Property. VENDORS shall own all right, title, and interest in and to the Intellectual Property embodied in VENDORS DSCSA Compliance Services products, including the software, any modifications, and all Intellectual Property Rights therein. The Dispenser shall not gain any interest, proprietary or otherwise, in such Intellectual Property or Intellectual Property Rights.
- J. Waiver of Breach. The waiver by any Party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any other breach of the same or different provision.
- K. Non-Disclosure. The Parties agree that no Party shall disclose to any third parties non-public proprietary information or confidential information of the other Parties, unless compelled to do so by law.
- L. Assignability. Neither Party shall assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably delayed or withheld; provided, however, that without such consent, either Party may assign this Agreement to an Affiliate or in connection with the transfer or sale of all or substantially all of its assets, stock or business, or its merger, consolidation or combination with or into another entity. Nothing herein will prevent a Party from using a subcontractor to perform any of its obligations under this Agreement, so long as the Party remains fully responsible and liable for the actions of such subcontractor. This Agreement shall inure to the benefit of and be binding upon each Party, its successors and permitted assigns.
- M. Binding Effect. The terms of this Agreement and the obligations of the Parties hereunder shall inure to the benefit of and be binding on the successors, heirs, and assigns of the Parties.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement to be effective as of the Effective Date, by electronic signature.

PRS Pharmacy Services

By: Harry A. Lattanzio, R.Ph. (electronic authorization)

Title: President

201 Depot Street

P.O. Box 852

Latrobe, PA 15650

Advasur, LLC

By: Jim Shaver, II (electronic authorization)

Title: Director of Operations

2403 Research Blvd. Suite 203

Rockville, Maryland 20850

Dispenser

By: DISPENSER acceptance by electronically agreeing to the terms of this Agreement on Date of sign-up (the "Effective Date").

#### **ATTACHMENT A**

##### **PRS and Advasur 360® DSCSA Compliance Systems and Services Provided to Dispenser**

- (a) Development and Programming of DSCSA Compliance Standard Operating Procedures,
- (b) Supplier Authentication and Validation Procedures and Supplier Data Clearinghouse,
- (c) Quarantining Procedures and Advasur advisory services,
- (d) Development of Suspect Illegitimate Product Assessment Procedures, Advanced Shipping Notice (ASN) Screening, Error Correction, Monitoring, Storage and Retrieval of ASN from Advasur 360 ASN Repository,
- (f) ASN 340B module programming,
- (g) EPCIS Screening, Error Correction, Monitoring, Storage and Retrieval of EPCIS from Advasur 360 EPCIS Repository,
- (h) EPCIS 340B module programming,
- (i) EPCIS Parsing during initial deployment phase and translating to ASNs until Suppliers data errors, omissions, and deficiencies are corrected by Supplier consistently for a minimum of three months,
- (j) DSCSA Compliance Pharmacy Team Education and Training module programming,
- (k) DSCSA Compliance Inspection Response Procedures,
- (l) DSCSA Compliance Inspection Project Management,
- (m) DSCSA Inspection Assistance in documentation of response(s) and communication of the response materials, and
- (n) Participation with the Dispenser during the DSCSA Compliance Inspection remotely.
- (o) VENDORS DSCSA Compliance Program Software allows the Pharmacy to:
  - i. Conduct the verification of receipt of the correct unit level package
  - ii. Seamless interoperability with your Wholesalers and other licensed drug suppliers and manufacturers
  - iii. Communicate with trading partners when you have a suspect product
  - iv. Receive alerts when you receive an incorrect, suspect, or illegitimate product
  - v. Provide the necessary information when you want to return products
  - vi. Respond to FDA and trading partners
  - vii. Notify the FDA
  - viii. And much more

During the Term of this Agreement, PRS, and Advasur 360 DSCSA Compliance Services will include the cleansing of the ASNs from prior SaaS software providers or suppliers directly, once cleansed the ASNs will be deposited and stored for six (6) years, retrieved upon demand by Dispenser Client and/or for Government Inspection request. The other services listed above during the Term will also include all Comprehensive 14 Advasur DSCSA Compliance Services offered to Dispenser during the Term, including the turn-key services listed above in (a)-(o).

## **ATTACHMENT B**

### **SERVICE MONTHLY FEE TABLE**

#### **Dispenser Per Pharmacy Location Discounted Fees**

<b>Line Item</b>	<b>Schedule</b>	<b>Standard Fees</b>	<b>Discounted Fees</b>
PRS and Advasur DSCSA Compliance Services – Community Pharmacy	Monthly/Location	\$115/month	<b>\$66/month**</b>
PRS and Advasur DSCSA Compliance Services – COMBO Pharmacy (Retail doing a LTC/Spec)	Monthly/Location	\$250/month	<b>\$155/month</b>
PRS and Advasur DSCSA Compliance Services –Long-Term Care or Specialty Pharmacy	Monthly/Location	\$350/month	<b>\$230/month</b>

\*\* The \$66/month/location for the Retail Pharmacy requires a 3 year commitment.

## **ATTACHMENT C**

### **DSCSA Compliance Services Terms and Conditions of Sale**

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, INCLUDING LIMITATIONS AND EXCLUSIONS THAT MIGHT APPLY TO YOU.

These terms and conditions apply to the purchase and sale of services through the DSCSA Compliance Services website (referred to as the "site"). By placing an order for such services, you agree to be bound by and accept these terms and conditions. If you do not agree to these terms and conditions, you should not obtain services from this site. These terms and conditions are subject to change by VENDORS (referred to as "us", "we", "our") without prior written notice at any time, in our sole discretion.

#### **1. Order Acceptance and Cancellation**

Your receipt of an electronic or other form of order confirmation, if any, does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether or not your credit card has been charged. If your credit card has been charged and we cancel your order before service is rendered, you will receive a prompt refund credit to your account.

We make every effort to maintain the availability of our site. However, should we experience technical difficulties, we are not responsible for orders that are not processed or accepted.

#### **2. Payment Terms and Sales Taxes**

Terms of payment are within our sole discretion and, unless otherwise agreed by us in writing, payment must be received by us prior to our acceptance of an order, except as provided for in this Agreement.

We accept major credit cards issued in the United States of America for all purchases. You represent and warrant that (i) the credit card information you supply to us is true, correct and complete, (ii) charges incurred by you will be honored by your credit card company, and (iii) you will pay charges incurred by you at the prices invoiced online, including all applicable taxes, if any, as well as

any related transaction fees.

### 3. Refund Policy

ALL SALES ARE FINAL, regardless of any changes to compliance requirements that Congress, or any other authority may enact or amend.

### 4. Errors on Our Site

Prices and availability of services are subject to change without notice. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions, including after an order has been submitted and whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and we choose to cancel your order, we will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account.

### 5. Trademarks

All trademarks and registered trademarks relating to services available through our site are the sole property of VENDORS.

### 6. Disclaimer and Limitation of Liability

By using our site, you expressly agree that use of this site is at your sole risk. The site is provided on an "AS IS" and "as available" basis. Neither VENDORS nor its affiliates or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, sponsors, licensors, or the like (collectively, "Associates") warrant that use of this site will be uninterrupted or error-free. Neither VENDORS nor its Associates warrant the accuracy, integrity, or completeness of the content provided on the site. Further, VENDORS and its Associates specifically disclaim all warranties, whether expressed or implied. No oral advice or written information given by VENDORS, or its Associates shall create a warranty. Some states do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to you.

Under no circumstances shall VENDORS or its Associates be liable for any direct, indirect, incidental, special, or consequential damages that result from your use of or inability to use this site, including but not limited to, reliance by you on any information obtained from this site that results in mistakes, omissions, interruptions, deletion, or corruption of files, viruses, delays in operation or transmission, or any failure of performance. The foregoing Limitation of Liability shall apply in any action, whether in contract, tort, or any other claim, even if an authorized representative of VENDORS has been advised or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise, and services available through this site. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

### 7. Validating Your Order

After you place an order, we will check the information you give us for validity, by verifying your method of payment or company information. We reserve the right to reject any order you place with us, without giving any reason. If we reject your order, we will attempt to notify you using the email address you have given us with the order.

Your credit card will normally not be charged if we reject an order, but we will process a refund if the charge has been made against your card.

### 8. Privacy and Customer Information

We are committed to protecting your privacy. We maintain the privacy of your information using security technologies and adhere to policies that prevent unauthorized use of your personal information. See our Privacy Policy found on the site.

### 9. Force Majeure

In addition to any excuse provided by applicable law, we shall be excused from liability for non-delivery or delay in delivery of services available through our site arising from any event beyond our reasonable control, whether or not foreseeable by either party, including but not limited to, labor disturbance, war, fire, accident, adverse weather, inability to secure transportation, governmental act or regulation, and other causes or events beyond our reasonable control, whether or not similar to those which are enumerated above or in the event VENDORS files for bankruptcy or bankruptcy protection.

ADVASUR/PRS/Pharmacy Agreement (8222023)

#### 10. Right to Change Terms and Conditions

VENDORS may, at any time and from time to time, at its sole discretion, change these Terms and Conditions. Any changes to these Terms and Conditions will be effective immediately upon posting of the changed Terms and Conditions on the Site. You agree to review these Terms and Conditions periodically, and your use of services following any such change constitutes your agreement to follow and be bound by such changed Terms and Conditions.