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Order Form for Compliance Solutions Services

Inmar Rx Solutions, Inc. • One West Fourth Street, Suite 500 • Winston-Salem, NC 27101

This Order Form, together with the Terms and Conditions attached hereto (collectively, the "Agreement"), is made and entered into as of the date this Agreement is signed by both parties ("Effective Date") by and between Inmar Rx Solutions, Inc. ("Inmar") and the undersigned Client and sets forth the terms and conditions pursuant to which Inmar shall provide the Services, as defined herein, to Client.

Client Information	
Client Full Legal Name **(include Inc., LLC, etc.)**	Mangum Regional Medical Center
Client Street Address **(Corporate/Legal address; no P.O. boxes)**	1 Wickersham St Mangum, OK 73554
Type of Legal Entity **(corporation, LLC, sole proprietorship, partnership, etc.)**	Non Profit
State of Incorporation/Organization **(may be different from address)**	OK
Primary Point of Contact	Alex Stearns Daniel Coffin
Email Address | Phone Number of Primary Contract	astearns@chmcok.com (580) 782-3353 dcoffin@chmcok.com 580.305.2569
Accounts Payable Point of Contact	Same
Email Address | Phone Number of Accts Payable Contact	Same
Group Purchasing Organization Name **(if applicable)**	Alliant
Inmar BDE rep	Hannah Stogner
Inmar referring FAM	Lauren Carter

Compliance Solutions									
Service Locations (please use additional sheet if needed)	**DSCSA Annually**	**USP<800> Annually**	**# of Users for DSCSA/ USP800**	**OneRecall™ Pharmacy Annually**	**Add'l Services Fees Annually**	**Type of Facility**	***Total Annual Fee***	**Inmar Acct #**	**Check if using CAP credits**
Mangum Regional Medical Center	$1100		Included			Critical Access		33443	x

Additional Services								
Recall Connector*	**RXT Scan****	**USP<800> SoPs**	**OneRecall Unlimited Users**	**OneRecall Premium Features**	**OneRecall BRF**	**Other**	**Other**	**Other**

*Requires DSCSA and OneRecall Subscription   Indicate ("X") if already existing customer for OneRecall ___
**Requires DSCSA Subscription   Indicate ("X") if already existing customer for DSCSA ___

Agreement Term		Auto-Renewal?
Initial Term (Years)	Two (2)	Yes

Total Annual Fee
$1100

By signing this Order Form, the undersigned client ("Client") agrees to be bound by the Terms & Conditions – Applications License Agreement (the "Legal Terms and Conditions") unless and until the parties enter into a master services agreement in connection with the subject matter hereunder that supersedes the Legal Terms and Conditions or unless otherwise indicated below.

Except as otherwise expressly agreed upon in writing, this Agreement supersedes any existing agreement between Inmar and Client for the provision of the Services selected on the Order Form.

Notwithstanding the foregoing, the Legal Terms and Conditions are hereby superseded by the following master service agreement between Inmar and Client or its designee/purchasing agent:

[None]

This Agreement has been executed and delivered by a duly authorized representative of each party hereto as of the date indicated corresponding to such party's signature.

Inmar Rx Solutions, Inc.	Client

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

_____
(Signature)

_____
(Printed Name)

_____
(Title)

_____
(Date)

Inmar Legal Approval: _____

Terms and Conditions
Applications License Agreement

1. **Services**.

   a. **Order Form**. Inmar will provide the services to Client that are selected on the Order Form ("Order Form") to which these terms and conditions (the "Terms and Conditions") are attached, as more particularly described in the applicable Services Exhibits attached to or indicated on the Order Form (the "Services") for Client's location(s), a list of which Client provided in the applicable Order Form or in writing to Inmar, email to suffice ("Location(s)",) that shall be considered to be attached hereto as the Location Exhibit and incorporated herein by reference.

   b. **License**. All software, programs, coding, digital solutions, applications or platforms provided by Inmar to Client hereunder shall be referred to as "Application(s)." Employees or agents of a Client credentialed to use such Applications shall be referred to as "Users." For all Applications provided by Inmar to Client, subject to the terms of this Agreement and during the applicable Term set forth on the Order Form, Inmar grants to each Client a limited, worldwide, non-exclusive, non-transferable license, without resale or sublicense rights to (a) install or access (at Inmar's discretion) a single instance of each Application for one (1) platform instance in Client's environment, and/or permit credentialed Users to use, access and display the Application in connection with the intended purpose of the Application unless otherwise mutually agreed upon in writing by the parties, and (b) for the applicable Term, use and make a reasonable number of copies (for the purposes of utilizing the Application only) of any descriptions, instructions, or other documentation made available in connection with the Application, if any (the "Documentation").   If no Term is set forth in the Order Form, this license shall be for a period of one (1) year from the date of delivery or final re-delivery of the Application, after which time Inmar may terminate Client's access to the Application.

   c. **Restrictions**. Client may not, nor allow any third party to: 1) copy the Application or Documentation (except as set forth herein); 2) modify, translate or otherwise create derivative works of the Application or Documentation; 3) dissemble, decompile or reverse engineer the object code or source code of the Application or the Documentation or otherwise attempt to discover the source code of or trade secrets embodied in the Application; 4) use automated or software bot technology or other artificial intelligence programs or applications to access the Applications or any application programming interfaces provided by Inmar; 5) port or grant unauthorized third parties the right to use, frame or link to the Application or Documentation; 6) distribute, transfer, sublicense or otherwise make available to any third party the Application, Documentation or any benchmark testing or results relating to the Application or Documentation (or any portion thereof); 7) embed or incorporate in any manner the Application or Documentation into any other product, service or application of Client or any third parties; 8) use or transmit the Application or Documentation in violation of any applicable law, rule or regulation, including import/export laws; 9) copy or reproduce the Application; 10) use or copy the Application or Documentation or any portion thereof to directly or indirectly develop, promote, distribute, sell or support any product or service similar to or competitive with the Application or Documentation; 11) use the Application to store or distribute any information, material or data that is harassing, threatening, infringing, libelous, unlawful, obscene or which violates the privacy or intellectual property rights of any third party; 12) remove, obscure or alter any copyright notices or any name, trademark, service mark, hyperlink or other designation set or provided by Inmar; or 13) export the Application. Client shall not permit any affiliate, subsidiary or other third party to perform any of the foregoing actions. Client shall immediately notify Inmar, in writing, if it knows or reasonably suspects that any of the foregoing actions have occurred.

2. **Term**. The initial term of this Agreement shall commence on the Effective Date and shall continue for the initial term indicated on the Order Form (the "Initial Term"). At the end of the Initial Term, unless otherwise indicated on the Order Form, this Agreement shall be renewed automatically for one (1) year periods (each one (1) year period shall be defined as a "Renewal Term") unless terminated in accordance with Section 11 herein. The Initial Term and all Renewal Terms, if any, are collectively referred to as the "Term" of this Agreement.

3. **Fees**.

   a. As compensation for the Services, Client shall pay to Inmar those fees as set forth on the Order Form (the "Fees"). All amounts due hereunder are net amounts, and Client agrees that it will be responsible for all sales, use, or services taxes of any kind, if applicable, with the exception of taxes due on Inmar's income.

   b. Inmar shall submit to Client itemized statements detailing the Fees accrued by Client during the current billing cycle. Payment in full of all Fees listed on the invoice shall be received from Client by Inmar within thirty (30) days of the invoice date via check, wire transfer or ACH draft. The Fees payable hereunder shall not be reduced by any deduction or other offsets. Funds must be presented in U.S. currency. All invoices not paid by Client by the due date are subject to a past due charge of 1.5% per month, or the maximum rate permitted by law. In the event Client fails to make payments within thirty (30) days of the date of the invoice, Inmar may, in its sole discretion, discontinue the performance of all Services for Client until such time as all accrued and unpaid Fees are paid in full. In the event that any Inmar invoice is collected by or through an attorney or collections agent, Inmar shall be entitled to recover reasonable attorneys' fees and the cost of collection from Client.

   c. Client may elect to enroll in Inmar's optional Credit Assurance Plus ("CAP") program. If Client enrolls in the CAP program, payment by Client will be subtracted from the manufacturer(s) credits received pursuant to a separately executed returns processing agreement between the parties; provided, however, that if Inmar anticipates that Client will not have enough credit to satisfy payment or Inmar is

otherwise unable to deduct credits, Client shall pay Inmar the Fees pursuant to this Agreement. The CAP program is subject to an administrative fee.

4. **Fee Adjustment**. Fees will be impacted should the actual volume and service requirements differ significantly from the volume assumptions and baseline services described herein. Services performed by Inmar that are not described herein shall be invoiced to Client at a mutually agreed upon fee. Unless otherwise indicated on the Order Form, the Fees charged for Services in this Agreement shall remain in effect for one (1) year from the Effective Date, after which Inmar shall have the right to adjust its Fees under this Agreement once annually, such adjustment not to exceed five percent (5%) annually.

5. **Confidentiality**. In connection with this Agreement, each party (in such capacity, the "Disclosing Party") has disclosed or may disclose to the other party (in such capacity, the "Receiving Party") certain of its trade secrets, know-how and other Confidential Information (as defined below). The Receiving Party agrees not to use any of the Disclosing Party's Confidential Information for any purpose except to perform its obligations under this Agreement. The Receiving Party further agrees (i) not to disclose any of the Disclosing Party's Confidential Information to any third party without the prior written approval of an authorized representative of the Disclosing Party; (ii) not to use any of the Disclosing Party's Confidential Information for its own or a third party's benefit; and (iii) to undertake reasonable precautions to safeguard and protect the confidentiality of the Confidential Information. "Confidential Information" means any information disclosed by the Disclosing Party, either directly or indirectly, in writing, orally or by inspection of tangible objects, including without limitation all financial and business information, computer software, processes, pricing policies, product plans, designs, market research and analysis, costs, customer and supplier lists, strategies, forecasts, know-how, data, methodologies, concepts, tools, trade secrets, inventions and ideas, and all other information disclosed by the Disclosing Party pursuant to this Agreement. Confidential Information shall not, however, include any information which Receiving Party can establish (i) at the time of disclosure or thereafter is in the public domain or becomes generally known to the public through no fault of the Receiving Party; (ii) was available to the Receiving Party on a nonconfidential basis from a source other than the Disclosing Party, provided that such source was not known by the Receiving Party to be bound by a confidentiality agreement with the Disclosing Party; (iii) is known to the Receiving Party (as evidenced by its written records) prior to receipt thereof from the Disclosing Party; or (iv) is required to be disclosed by a court of competent jurisdiction or by law, provided that the Disclosing Party is given prior written notice of such disclosure (to the extent legally permitted). The obligations of nondisclosure and confidentiality undertaken by each party under this Agreement shall continue for the Term of this Agreement and for a period of four (4) years following the termination or expiration of this Agreement, except that Confidential Information identified as a trade secret shall be subject to and protected by such obligations of nondisclosure and confidentiality in perpetuity.

6. **Intellectual Property and Data**.

   a. **Intellectual Property**. Each party shall own and continue to own all rights it may have in intellectual property developed, invented, gathered, or created by it before or during the Term of this Agreement. Except for the license grant set forth in the immediately succeeding paragraph, this Agreement shall not be construed to grant to either party any right, title, or interest in any intellectual property rights owned by the other party. Without limiting the foregoing, all intellectual property rights, title, and interest in the methodology, technology, and know-how that Inmar uses to perform the Services under this Agreement, including all enhancements and improvements thereto, are and shall remain the exclusive property of Inmar.

   b. **Data Usage**. Data collected or generated by Inmar in the performance of the Services and held by Inmar in a form that is identifiable to Client shall be the property of Client ("Client Data"). Inmar shall have a perpetual, royalty-free, non-exclusive license to use Client Data to perform the Services, and to aggregate, or otherwise manipulate, or create derivative works from, Client Data in a form that is not identifiable to Client. Client agrees that it will not disclose or transmit any data generated by Inmar in the performance of the Services to any third party without the prior written consent of Inmar.

7. **Warranty; Disclaimer of Other Warranties**.

   a. Inmar warrants that the Services will be performed in a professional, timely and workmanlike manner, in accordance with all applicable provisions of this Agreement, all applicable published specifications, and applicable law.

   b. EXCEPT FOR THE EXPRESS LIMITED WARRANTIES SET FORTH IN THIS SECTION, ALL LICENSED SOFTWARE, APPLICATIONS, DOCUMENTATION AND OTHER PRODUCTS, INFORMATION, MATERIALS AND SERVICES PROVIDED BY INMAR ARE PROVIDED "AS IS." INMAR HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER (INCLUDING ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE), AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WITHOUT LIMITING THE FOREGOING, INMAR MAKES NO WARRANTY OF ANY KIND THAT THE LICENSED SOFTWARE, APPLICATIONS, OR DOCUMENTATION, OR ANY OTHER LICENSOR OR THIRD-PARTY GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE OR HARDWARE), OR ANY PRODUCTS OR RESULTS OF THE USE OF ANY OF THEM, WILL MEET CLIENT'S OR ANY OTHER PERSON'S OR ENTITIES' REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OTHER GOODS, SERVICES, TECHNOLOGIES OR MATERIALS (INCLUDING ANY SOFTWARE, HARDWARE, SYSTEM OR NETWORK OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL OPEN-SOURCE COMPONENTS AND OTHER THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY OF THEM IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF SUCH OPEN-SOURCE COMPONENTS AND THIRD-PARTY MATERIALS. EXCEPT AS OTHERWISE PROVIDED IN THIS AGREEMENT, THE SERVICES PROVIDED BY INMAR ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. IN NO EVENT WILL INMAR BE LIABLE TO CLIENT FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, LOSSES, OR COSTS (INCLUDING LEGAL FEES AND EXPENSES), OR LOST TIME, SAVINGS, PROPERTY, PROFITS,

OR GOODWILL, WHICH MAY ARISE IN CONNECTION WITH THE SERVICES PROVIDED BY INMAR, REGARDLESS OF THE FORM OF CLAIM OR ACTION, EVEN IF INMAR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR COSTS.

8. **Limitation**. Unless otherwise limited herein, the liability of Inmar to Client under this Agreement or otherwise, regardless of the form of claim or action, will not exceed the amounts actually paid by Client to Inmar for Services provided by Inmar under this Agreement in the prior twelve (12) month period.

9. **Indemnification**. Except as otherwise limited herein, each party (the "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (the "Indemnitee") and its officers, directors, and employees from and against any and all damages, losses, costs and expenses (including reasonable attorneys' fees), judgments, and liabilities (collectively, "Expenses") that (i) are made against or incurred by the Indemnitee in connection with a third party claim and (ii) arise out of or relate to acts or omissions of the Indemnitor in the performance of this Agreement that constitute gross negligence or willful misconduct on the part of the Indemnitor, so long as such Expenses are not primarily caused by the Indemnitee, its officers, directors, or employees. The indemnification set forth in this Section 9 is conditioned upon (a) the Indemnitee providing the Indemnitor written notice of any claim or cause of action upon which the Indemnitee intends to base a claim of indemnification hereunder, (b) the Indemnitee providing reasonable assistance and cooperation to enable the Indemnitor to defend the action or claim hereunder, and (c) the Indemnitee refraining from making prejudicial statements associated with such claim without the prior written consent of the Indemnitor.

10. **Default**.

   a. Any material breach of the terms of this Agreement that is not cured within thirty (30) days of receipt of written notice from the non-breaching party will constitute default of the Agreement by the breaching party.

   b. Failure of Client to make any payment due to Inmar shall constitute default by Client if such nonpayment continues for a period of ten (10) days after receipt of written notice from Inmar.

   c. Insolvency, receivership, bankruptcy, or any similar proceeding initiated against either party will constitute default by that party.

11. **Termination**.

   a. Either party may terminate this Agreement upon written notice in the event of default by the other party if such default continues beyond the period for cure provided in Section 10 hereof.

   b. This Agreement may be terminated upon the expiration of the Initial Term or any Renewal Term by either party hereto provided that written notice is received by the non-terminating party at least ninety (90) days prior to the expiration of the Initial Term or any Renewal Term.

   c. The termination of this Agreement will not affect any payment or performance obligation accruing or arising prior to such termination. In the event of termination of this Agreement, no refund shall be available or due with respect to amounts properly billed to and paid by Client prior to such termination. Upon any termination of this Agreement, without prejudice to any other rights or remedies which the parties may have, (a) all rights, licenses and obligations required hereunder shall immediately cease (except for any limitations on license as set forth herein), provided that the representations and warranties under this Agreement, which, by their terms and context show the parties intended them to survive the termination of this Agreement for any reason, including but not limited to, provisions governing confidentiality, ownership, indemnification and liability, shall survive any expiration or termination of this Agreement; (b) Client will promptly delete and destroy all instances of any software or Documentation in its possession or control (if any), and upon request by Inmar shall certify in writing such destruction; (c) Client shall pay to Inmar any outstanding Fees that have accrued prior to the date of termination.

12. **Force Majeure**. Inmar shall not be liable to Client for any delay or failure of performance of this Agreement if such delay or failure is caused by weather conditions, earthquake, fire, flood, externally caused transmission interferences, satellite failure, war, riot, acts of terrorism, civil disturbance, or any cause beyond the control of Inmar (each an "Event of Force Majeure"). If a delay or failure of performance by Inmar is caused by an Event of Force Majeure, Inmar shall notify Client and shall be released without any liability from its performance under this Agreement to the extent and for the period of time that such performance is prevented by the Event of Force Majeure.

13. **Notice**. All notices, requests, demands, or other communications required or permitted herein shall be in writing and shall be deemed to have been duly given if personally delivered or if mailed by United States Postal Service certified or registered mail or by overnight courier to Client at the address set forth in the Agreement. Such notice to Inmar shall be to Inmar Rx Solutions, Inc**.,** One West Fourth Street, Suite 500, Winston-Salem, North Carolina 27101, Attn: President, with a copy to General Counsel.

14. **Governing Law**. This Agreement shall be governed by and construed in accordance with the laws of the State of North Carolina, without reference to the conflict of law rules of such state.

15. **Reduction of Statute of Limitation**. No action arising out of this Agreement may be brought by either party more than one (1) year after the date on which the cause of action has accrued.

16. **Entire Agreement**. This Agreement, together with the Exhibits, Schedules, Order Forms and Statements of Work hereto, sets forth the entire understanding and agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements, written or oral, between the parties with respect to the subject matter hereof.

17. **Modification**. This Agreement, or any part thereof, may not be modified except by an agreement in writing executed by the parties.

18. **Relationship**. Inmar shall act as an independent contractor in the performance of Services provided for herein and nothing herein shall be construed to create the relationship of principal and agent, master and servant, or a partnership or joint venture between Inmar and Client.

19. **Assignment/Binding Effect**. This Agreement may not be assigned or transferred without the prior written consent of the parties and shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Notwithstanding the foregoing, Inmar may engage one or more of its affiliates to perform all or part of the Services hereunder.

20. **Waiver**. Failure of either party to enforce a specific provision of this Agreement shall not constitute waiver of such provision or of any other provision of this Agreement. No waiver of any of the provisions of this Agreement shall be deemed to be or shall constitute a waiver of any other provision of this Agreement, whether or not similar, nor shall any waiver by either party of any default hereunder constitute a waiver of subsequent defaults of the same or different kind. No waiver of any provision of this Agreement shall be binding on the parties hereto unless it is executed in writing by the party making the waiver.

21. **Severability**. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. The determination by any court of competent jurisdiction that one or more of the provisions of this Agreement are unenforceable shall not invalidate this Agreement, and the decision of such court shall be given effect so as to limit to the extent possible the provisions of this Agreement that are deemed unenforceable. To the extent such determination has a material impact upon the economic expectations of the parties hereto, the parties agree to make appropriate modifications to this Agreement to take such impact into account.

22. **Counterparts**. This Agreement may be signed in counterparts and delivered by facsimile, e-Signature (defined below), or by scanned PDF image delivered via electronic mail, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Pursuant to this Agreement, "e-Signatures" shall mean a signature that consists of one or more letters, characters, numbers or other symbols in digital form incorporated in, attached to or associated with the electronic document, that; (i) is unique to the person making the signature; (ii) the technology or process used to make the signature is under the sole control of the person making the signature; (iii) the technology or process can be used to identify the person using the technology or process; and (iv) the electronic signature can be linked with an electronic document in such a way that it can be used to determine whether the electronic document has been changed since the electronic signature was incorporated in, attached to or associated with the electronic document.

Application: DSCSA Compliance Platform

1. Specifications of Application

    a. Inmar shall provide Client with a designated internet portal through which to access the Application. No hard copy of any software will be provided, nor will any Application be installed on any Client device or computer.

    b. Application will be accessible by internet browser (including versions of Microsoft Edge, Internet Explorer 11, Google Chrome, Apple Safari and Mozilla Firefox then currently supported by their developers) from any computer or device with access to the internet (devices and access to the internet not provided by Inmar);

    c. Client will enter data into the Application to track and trace a 'prescription drug' or 'product' as defined by the Title II of the Drug Quality and Security Act (the Drug Supply Chain Security Act, § 581(12) or (13) ("the Act")). The Application will allow Client to capture or provide transaction history, transaction information and a transaction statement as required by § 582(d)(1)(A)(ii) and (iii) of the Act;

    d. Inmar will not provide or enter any data into the Application, and Inmar does not warrant the accuracy of any data provided or entered into the Application. Client acknowledges that the performance of the Application is contingent upon the complete and accurate entry of appropriate data into the Application. Client agrees that it is solely responsible for the completeness and accuracy of the data entered in the Application by Client.

    e. The Application may be updated from time to time, at the sole discretion of Inmar, to make updates, comply with changes in applicable law, or to increase compatibility with emerging hardware or software ("Maintenance"). There shall be no charge to Client for any such Maintenance.

    f. Inmar may update the Application from time to time, in its sole discretion, to add functionality, new services or modules ("Upgrade"). Such Upgrades will not interfere with Client's ability to use the Application as licensed herein, but shall only be available to Client upon execution of an amendment to this Agreement or a new Statement of Work related to such Upgrades.

    g. The Application shall be "Accessible" if Client, with unimpeded access to the internet and using a compatible web browser on a machine or device that is operating within normal parameters, may access the Application and input or retrieve data therefrom. Inmar will use commercially reasonable efforts to make the Application Accessible 24 hours a day, 7 days a week, excluding planned downtime. Inmar is not responsible for force majeure events, internet service slowdowns or interruptions at any point between Client and Inmar, Client or User's use of faulty or incompatible computers, devices, browsers or software or User errors.

2. Users

    a. Client will be provided User credentials per Location with which to access the Application, including a user name and password;

    b. Client will be solely responsible for ensuring that User credentials are (a) assigned to and used only by responsible Client personnel, and (b) maintained in a secure manner to avoid misuse or abuse.

3. Implementation and Training

    a. Implementation and Training: Client will receive forty (40) hours of implementation and training services in the aggregate ("Implementation and Training Services"); training will be provided to the Users.

        Implementation services include the following:

        i. Verify and map data sources to the Inmar data extraction and load interfaces

        ii. Modify load packages

        iii. Configure system metadata

        iv. Load historical data in a format based on the template provided by Inmar, when such data is provided by Client.

        v. Review and integrate customer's 340B requirements

      vi.   Conduct systems integration testing and remediate identified issues

   b.   Training will be provided by remote viewer, internet meeting software, video conference or telephone, as is convenient to, and effective for training of Client's Users.

   c.   Inmar shall provide the Implementation and Training Services to Client within four (4) weeks of the delivery or final re-delivery date of Client's portal and User credentials.

   d.   Inmar will provide training videos and documents on a website which may be accessed by each User, without charge, as often as desired during the Term. Such videos and documents may be altered, deleted or supplemented in Inmar's sole discretion.

   e.   Implementation and Training Services above and beyond the initial forty (40) hours set forth above shall be provided at Inmar's standard hourly rates, upon request by Client. Users may not request such Implementation and Training Services without Client's direct written request to Inmar.

   f.   Inmar shall provide reasonable support for the Application without additional charge to Client. Support includes troubleshooting access and usage issues; correcting errors, bugs or coding issues; and updating the Application for compatibility with new operating systems and browsers. All support requests must be made by email to an email address designated by Inmar; Client will receive a response to support requests within 24 hours of initial receipt. Inmar will make commercially reasonable measures to identify and implement a solution in a timely manner.

4. Documentation

   a.   Inmar will provide training and specification documentation ("Documentation") to Client.

   b.   Client may maintain copies of the Documentation for internal use only. Upon termination of the Agreement, Client shall return, and not destroy, all copies of the Documentation to Inmar, without keeping any digital or hard copies of the Documentation.

5. <u>Recall Connector</u>. This function will automatically feed pharmaceutical purchase data captured by the DSCSA Compliance Platform directly to Inmar's OneRecall™ Pharmacy Platform, including up to three (3) years' historical purchase data, subject to Client or Client's vendor providing such historical purchase data. Client must subscribe to both the DSCSA Compliance Platform and the OneRecall Pharmacy Platform in order to receive the Recall Connector and must request the Recall Connector in writing, either by selection on the Order Form or via written request to Inmar.

6. <u>RXTransparent Scan</u>. This add-on functionality will automate the reconciliation function. Client must subscribe to the DSCSA Compliance Platform in order to receive the RXTransparent Scan functionality and must request RXTransparent Scan in writing, either by selection on the Order Form or via written request to Inmar.

7. <u>Ad Hoc Services</u>. Client may request, and Inmar may provide on an ad hoc basis, additional services in support of Client's use of the Application ("Ad Hoc Services"). Such Ad Hoc Services may include custom integrations, research, data generation, etc. If Client requests such Ad Hoc Services, Inmar will provide an estimate to Client inclusive of resources required, scope, and level of effort (measured in number of hours required), and the hourly rate or other fee to be applied. Client will agree in writing (email may suffice) to such estimate prior to Inmar commencing any Ad Hoc Services. Inmar may utilize a third party to provide all or part of the Ad Hoc Services.

USP<800> Module

The United States Pharmacopeia issued USP General Chapter<800> Hazardous Drugs - Handling in Healthcare Settings ("USP<800>") to set uniform standards and expectations for handling hazardous drugs in healthcare settings as it relates to receipt, storage, compounding, dispensing, administration, and disposal of both sterile and non-sterile hazardous pharmaceutical products. USP<800> serves to promote patient safety, healthcare employee safety, and environmental protection from Hazardous Drugs. The definition of "Hazardous Drugs" is based on the National Institute for Occupational Safety and Health (NIOSH) List of Antineoplastic and Other Hazardous Drugs in Healthcare Settings (the "NIOSH Drug List").

If the USP<800> Module Add-on to DSCSA Compliance Platform Services is selected on the Order Form, Inmar will perform an initial assessment of Client's pharmaceutical product purchases in order to formulate a list of all Hazardous Drugs that would potentially be found within Client's facility using a machine learning algorithm to identify NDC-level detailed drug information for products that have been identified by Inmar as Hazardous Drugs based on the NIOSH Drug List. (the "USP<800> Risk Assessment"). The USP<800> Risk Assessment will be created using purchasing data provided by Client from a minimum of the prior twelve (12) months. For best results, it is recommended that Client provide purchasing (historical) data from the prior 24-36 months for analysis. Inmar will provide the USP<800> Risk Assessment in the form of a Microsoft Excel® spreadsheet that includes NDCs of Client's formulary list and any additional non-formulary NDCs Client has purchased during the timeframe. In addition to the USP<800> Risk Assessment, Inmar will provide continuous monitoring of DSCSA purchase data for any Client purchases identified as new Hazardous Drugs during the Term. The module will alert Client of any new Hazardous Drugs received via the USP<800> function in the DSCSA platform and an email notification and a system refresh will update the USP<800> Risk Assessment to add such Hazardous Drugs.

The USP<800> Risk Assessment will identify the following based on Client's purchasing data:

    A.   Product name
    B.   Product NDC
    C.   NIOSH classification

One-Time USP<800> Assessment

If the One-Time USP<800> Risk Assessment is selected on the Order Form, Inmar will perform a **one-time** assessment of Client's pharmaceutical product purchases in order to formulate a list of all Hazardous Drugs that would potentially be found within Client's facility using a machine learning algorithm to identify NDC-level detailed drug information for products that have been identified by Inmar as Hazardous Drugs based on the NIOSH Drug List. (the "One-Time USP<800> Risk Assessment"). The One-Time USP<800> Risk Assessment will be created using purchasing data provided by Client from a minimum of the prior twelve (12) months. For best results, it is recommended that Client provide purchasing data from the prior 24-36 months for analysis. Inmar will provide the One-Time USP<800> Risk Assessment in the form of a Microsoft Excel® spreadsheet that includes NDCs of Client's formulary list and any additional non-formulary NDCs Client has purchased during the timeframe. Client shall be solely responsible for generating the non-formulary list based on historical purchases.

Inmar will perform the One-Time USP<800> Risk Assessment within three (3) business days of receiving Client's data submission. Inmar will provide Client with a summary spreadsheet that identifies all Hazardous Drugs Client has purchased, subdivided by current NIOSH classification (e.g., Table 1, Table 2, Table 3). If Client chooses to submit purchasing data for multiple facilities, the list will also be subdivided by the purchasing facility.

The One-Time USP<800> Risk Assessment will identify the following based on Client's purchasing data:

    A.   Product name
    B.   Product NDC
    C.   NIOSH classification

Additional USP<800> SOPs

Upon request, either by selection on the Order Form or via written request to Inmar, subject to an additional fee, Inmar will develop a Standard Operating Procedure ("SOP") specific to Client's facility. The SOP on Inmar's standard SOP template will provide detailed instructions and guidance for USP<800> compliance. Client may request the USP<800> SOPs in writing, either by selection on the Order Form or via written request to Inmar.

Application: OneRecall™ Pharmacy Platform

1. Specifications of Application

    a. The OneRecall™ Pharmacy Platform ("OneRecall") is a web-based subscription service that provides comprehensive notification, distribution, and management of product alerts in healthcare organizations. OneRecall provides an immediate improvement in patient safety by automating many of the manual processes currently used by healthcare organizations to handle product and safety alerts. OneRecall is an internet application and therefore subscribers must be able to connect to the internet to use the service. At this time bandwidth requirements are low and OneRecall will operate over a high-speed connection. OneRecall requires up-to-date web browsing software on a subscriber's computer. Reports are available in HTML, PDF, and CSV formats. PDF versions require Adobe Acrobat Reader. CSV formats require Microsoft Excel or Microsoft Excel Reader.

    b. Inmar will not provide or enter any data into the Application, and Inmar does not warrant the accuracy of any data provided or entered into the Application. Client acknowledges that the performance of the Application is contingent upon the complete and accurate entry of appropriate data into the Application. Client agrees that it is solely responsible for the completeness and accuracy of the data entered in the Application by Client.

    c. The Application may be updated from time to time, at the sole discretion of Inmar, to make updates, comply with changes in applicable law, or to increase compatibility with emerging hardware or software ("Maintenance"). There shall be no charge to Client for any such Maintenance.

    d. Inmar may update the Application from time to time, in its sole discretion, to add functionality, new services or modules ("Upgrade").   Such Upgrades will not interfere with Client's ability to use the Application as licensed herein but shall only be available to Client upon execution of an amendment to this Agreement or a new Statement of Work related to such Upgrades.

    e. The Application shall be "Accessible" if Client, with unimpeded access to the internet and using a compatible web browser on a machine or device that is operating within normal parameters, may access the Application and input or retrieve data therefrom. Inmar will use commercially reasonable efforts to make the Application Accessible 24 hours a day, 7 days a week, excluding planned downtime. Inmar is not responsible for force majeure events, internet service slowdowns or interruptions at any point between Client and Inmar, Client or User's use of faulty or incompatible computers, devices, browsers or software or User errors.

2. Users

    a. Client will be provided User credentials per Location with which to access the Application, including a username and password.

    b. Client will be solely responsible for ensuring that User credentials are (a) assigned to and used only by responsible Client personnel, and (b) maintained in a secure manner to avoid misuse or abuse.

3. Implementation and Training Services

    a. Training & Support: (a) Upon Client signing this Agreement, the Subscriber Account Administrator shall be sent via email a website link to the Inmar OneRecall online training application. The OneRecall online training application will provide comprehensive user implementation training. (b) Inmar provides a OneRecall help desk to answer questions by phone or email. Help desk support is available Monday through Friday, from 8:00 a.m. to 8:00 p.m., eastern standard time (excluding New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Eve and Day) for resolution of any problems in using the features of the Application.

    b. Implementation and Training will be provided by remote viewer, internet meeting software, video conference or telephone, as is convenient to, and effective for training of Client's Users.

4. OneRecall Alert Content

    a. Statement Regarding Third Party Web Site Content and Subscriber Submitted Material: The Application may include hyperlinks to websites not owned or controlled by Inmar and access to content, products and service from third parties. Inmar is not responsible for the availability of and any content on those websites to which it provides links. The inclusion of such links does not imply an endorsement of any product, service or entity by Inmar. Client agrees Inmar is not responsible for third party

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content accessible through the Application, including opinions, advice, statements and advertisements, and Client understands that it bears all risks associated with the use of such content and that Inmar is not responsible for any loss or damage of any sort Client may incur from dealing with any such third party. The Application may distribute information from other subscribers relating to problem reports on a defect in a product that has not yet been reported by the manufacturer or a governmental agency. Inmar is not responsible for the content or accuracy of the problem reports sent out to the subscriber as a OneRecall Alert

 b. The alerts and information contained therein ("information") provided by the Application are based on information obtained by Inmar from third parties or submitted to Inmar by third parties and aggregated by Inmar. Inmar has not independently tested any product or verified the information provided by the third parties. Further, Inmar assigns each alert a domain that roughly corresponds to a hospital department. This domain identifier facilitates routing of each alert to OneRecall subscribers. Client may elect not to activate one or more domains and thereby turn off receipt of specific alerts. Inmar expressly disclaims any liability arising from Client's decision not to activate a OneRecall domain.

 c. Client hereby agrees that Inmar may disclose Client's BRF information related to a recall event to the applicable product manufacturer.

5. Documentation

 a. Inmar will use commercially reasonable efforts to maintain Client's account transaction history for a period of seven (7) years from the date of the activity. After the seven (7) year period, Inmar may archive closed Alert records from the OneRecall database. A copy of the archived records will be sent in electronic format to Client at its last known address. At the end of an active subscription and upon written request by Client, Inmar will furnish Client a copy of the account transaction history after which Inmar then may remove all of Client's records from the database. Except as required below, Inmar will have no obligation to retain Client's account transaction history or any other data related to the account after it is delivered to Client in electronic format. Access to vendor records: Inmar agrees to make available to Client and its authorized representatives, all records relating to the nature and extent of charges hereunder.

8. Client may maintain copies of the Documentation for internal use only. Upon termination of this Agreement, Client shall return, and not destroy, all copies of the Documentation to Inmar, without keeping any digital or hard copies of the Documentation.

9. Recall Connector. This function will automatically feed pharmaceutical purchase data captured by the DSCSA Compliance Platform directly to Inmar's OneRecall™ Pharmacy Platform, including up to three (3) years' historical purchase data. Client must subscribe to both the DSCSA Compliance Platform and the OneRecall Pharmacy Platform in order to receive the Recall Connector and must request the Recall Connector in writing, either by selection on the Order Form or via written request to Inmar.

10. Ad Hoc Services. Client may request, and Inmar may provide on an ad hoc basis, additional services in support of Client's use of the Application ("Ad Hoc Services"). Such Ad Hoc Services may include custom integrations, research, data generation, etc. If Client requests such Ad Hoc Services, Inmar will provide an estimate to Client inclusive of resources required, scope, and level of effort (measured in number of hours required), and the hourly rate or other fee to be applied. Client will agree in writing (email may suffice) to such estimate prior to Inmar commencing any Ad Hoc Services. Inmar may utilize a third party to provide all or part of the Ad Hoc Services.