

GENERAL TERMS AND CONDITIONS

These General Terms and Conditions ("GTC") along with a Customer executed ordering document ("Order"), together with any attachments incorporated therein (the foregoing, collectively, the "Agreement"), govern the purchase of goods specified in the Order ("Goods") or services specified in the Order ("Services") (Goods and Services collectively constituting "Deliverables") by AmerisourceBergen Services Corporation and/or its affiliates ("Customer"). The Agreement constitutes the entire agreement between Customer and the supplying party listed on the Order ("Supplier") with respect to the Deliverables described therein, except that if another written agreement governing the purchase of such Deliverables has been executed between Customer and Supplier ("Existing Agreement"), the terms of such Existing Agreement will prevail solely to the extent such Existing Agreement conflicts with these GTC, unless expressly stated otherwise in such Existing Agreement. Any conflict between any Supplier agreement (or other Supplier terms or policies, e.g. click through license terms, quote terms, bills of lading) and the Agreement will be governed by the Agreement. All Customer affiliates are intended third party beneficiaries of the Agreement and may obtain the benefit of the Deliverables.

1. Customer will pay only undisputed amounts that appear on invoices to which such fees relate (in no event later than 60 days after Services are performed), payment to be made 60 days after Customer's receipt of invoice. Increased fees for renewing Services require Customer's signature and may not exceed 3% increase per year. If Customer agrees to reimburse Supplier for travel and living expenses, Supplier will comply with Customer's then-current travel and expense guidelines set forth at <https://www.amerisourcebergen.com/supplier-resource-and-information-center>, and these guidelines are incorporated by reference as if fully set forth herein. Customer may update these guidelines from time to time.
2. Time is of the essence in Supplier's performance of its obligations. Supplier warrants and covenants that all Goods will be new, in conformance with all specifications, and free from any deficiencies and defects in materials, workmanship, design and/or performance. Goods will be shipped F.O.B. destination. Customer may without penalty on five (5) days' notice: (a) cancel or delay the scheduled date for delivery of Goods and/or performance of Services; (b) change the quantity of Goods to be shipped, or scope of Services to be provided. No restocking fees will apply. Supplier will receive no security interest in any Goods.
3. Customer's acceptance of the Deliverables will be in accordance with the acceptance criteria set forth in the Order. If Supplier provides installation, configuration, implementation, training, or similar services, Customer's acceptance of the related Deliverables will be conditioned on Customer's final acceptance of such services.
4. Supplier will indemnify, defend and hold Customer and its officers, employees, customers, agents and directors harmless from any and all claims, actions, suits, proceedings, costs, expenses, damages (including punitive, treble and enhanced damages) and liabilities, including reasonable attorneys' fees, arising out of, connected with or resulting from a claim based on any Deliverable or their use by Customer; Supplier's violation of an Agreement; an act or omission of Supplier; or any claim of infringement, misappropriation, or violation of any third party patents, copyrights, trademarks or trade secret rights or other proprietary rights arising from any Deliverable. All settlements require Customer's prior written consent. If Supplier cannot resolve an infringement claim satisfactorily to Customer, Supplier will refund all amounts paid for the applicable Deliverable(s).
5. EXCEPT WITH RESPECT TO EXCLUDED CLAIMS, UNDER NO CIRCUMSTANCES SHALL EITHER PARTY, ITS PARENT, AFFILIATES OR SUBSIDIARIES BE LIABLE FOR ANY SPECIAL, INCIDENTAL, EXEMPLARY, OR INDIRECT DAMAGES OR FOR ANY ECONOMIC CONSEQUENTIAL DAMAGES; OR LOST PROFITS, BUSINESS, REVENUE, GOODWILL, OR ANTICIPATED SAVINGS EVEN IF INFORMED OF THEIR POSSIBILITY. FOR PURPOSES OF THIS SECTION, "EXCLUDED CLAIMS" MEANS: (A) GROSS NEGLIGENCE, WILLFUL MISCONDUCT, FRAUD OR FRAUDULENT MISREPRESENTATION, (B) PROPERTY DAMAGE, DEATH OR PERSONAL INJURY, (D) SUPPLIER'S OBLIGATIONS IN SECTION 4 OF THE GTC, (E) LIABILITY RESULTING FROM SUPPLIER'S BREACH OF SECTION 7 OF THE GTC, AND (F) LIABILITY THAT CANNOT BE WAIVED AS A MATTER OF LAW.
6. Customer may terminate the Agreement in whole or in part for any reason, on 30 days written notice, without liability (including termination fees) except for undisputed fees arising prior to the termination date. Supplier will promptly refund to Customer any unused prepaid fees (including prepaid recurring fees, on a pro-rata basis to the date of termination).
7. Supplier may come in contact with or be provided information regarding Customer, its business or its clients ("Customer Information"). Supplier will hold such Customer Information in strictest confidence and will protect such information by all reasonable and necessary security measures. Supplier will not disclose Customer Information to any third party or use Customer Information except to provide Deliverables. Sole and exclusive ownership of all Customer Information will vest with Customer. Supplier receives no rights in such Customer Information. Customer hereby receives a perpetual, irrevocable, worldwide license to use and copy any materials provided to Customer as part of any Services.
8. Supplier will carry and maintain liability insurance consistent with Customer's requirements set forth at <https://www.amerisourcebergen.com/supplier-resource-and-information-center>.
9. Customer makes no revenue commitments and is engaging Supplier on a nonexclusive basis. Customer is not responsible for Supplier's dependence on revenues from sales to Customer in proportion to Supplier's revenues from other customers. Supplier will have no audit or inspection rights of Customer. Nothing limits Customer's ability to solicit or hire any individual or third party, engage in any business, or market or sell any product or service.
10. Supplier will not use Customer's name, logo, trademarks or tradenames of Customer or its affiliates, nor will it refer to or identify Customer or its affiliates in any press releases, customer lists, advertising, publicity or promotional materials, without Customer's prior written consent as to the content, timing and manner of distribution, which may be withheld by Customer in its sole and absolute discretion.

11. In no event may or shall Supplier use any artificial intelligence ("AI"), including generative artificial intelligence, products or services to perform the Services or generate or produce any Deliverable (or any components thereof) without the express prior written consent of Customer. Additionally, in no event may or shall Supplier include any Deliverable, Customer Data or Customer Confidential Information in a data set used in the creation of any AI or make it otherwise accessible to any AI without the express prior written consent of Customer. Supplier will comply at its own expense with all laws, orders, and regulations. While on the premises of Customer or in contact with Customer systems, Supplier will comply with all applicable Customer rules, regulations and security policies and Supplier Code of Conduct found at <https://www.amerisourcebergen.com/supplier-resource-and-information-center>. In the event Supplier violates the Supplier Code of Conduct, Supplier shall be deemed to be in material breach of this Agreement. The Agreement will be governed under the laws of the state of Delaware without regard for its choice of law principles.

12. Customer may assign any Agreement in whole or in part without notice or consent of Supplier to any affiliate, or in connection with a merger or acquisition or sale of all or a portion of the assets of Customer, or in connection with obtaining lease financing for any Deliverable(s).

13. Supplier is an independent contractor. Nothing in the Agreements will create any partnership or other joint venture or enterprise between the parties. Supplier is not an employee of Customer and will not be entitled to any benefits or compensation that Customer grants to its employees. Supplier does not have the right or authority to bind Customer for any obligation.