



## CREDIT MODEL PLATFORM

### TERMS OF USE

*Last updated: August 23<sup>rd</sup>, 2024.*

Welcome to our Credit Model Platform, provided by Second Sight Solutions, LLC and its affiliates (collectively, "Company," "we," "us," "our"). These Terms of Use, as may be amended by us from time to time (the "Terms") are a legally binding contract between Company and "you", the Covered Entity (and/or its agent) using this Platform. Company and the Covered Entity (and/or its agent), together, the "parties." The Terms explain how you are permitted to use the credit model services provided by and through our online platform available at [beaconchannelmanagement.com](https://beaconchannelmanagement.com) (the "Platform"). These Terms also govern your use of all the data, information, documentation, software, tools, applets, browser extensions, text, analytics, graphics, proprietary content and/or anything else (all of which we refer to collectively as "Materials") that we and/or our affiliates may make accessible or available to you, as well as any services provided through the Platform. Collectively, the Credit Model Platform, the Materials, and the related services provided by the Company are referred herein to as the "Credit Model Platform" or "Credit Model."

BY USING AND/OR REGISTERING TO USE THE CREDIT MODEL PLATFORM, CLICKING THE "ACCEPT" BUTTON, OR OTHERWISE AFFIRMING ACCEPTANCE, YOU ACKNOWLEDGE THAT YOU HAVE BOTH READ AND ACCEPT THESE TERMS. IF YOU DO NOT AGREE WITH ANY OF THESE TERMS, DO NOT ACCESS OR OTHERWISE USE THE CREDIT MODEL PLATFORM. THESE TERMS APPLY TO ALL VISITORS, USERS, CUSTOMERS, COVERED ENTITIES (AS DEFINED BELOW) AND ANY OTHER WHO ACCESS OR USES THE CREDIT MODEL PLATFORM. IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT HAVE AUTHORITY TO AGREE, DO NOT USE THE CREDIT MODEL PLATFORM.

***Note: These Terms contain a dispute resolution (See Section 14), including a class action waiver that affects your rights.***

#### **1. YOUR ACCEPTANCE AND CONTRACTUAL RELATIONSHIP.**

By using the Credit Model Platform, you represent that you are at least 18 years of age, or that you are of age under the laws of your jurisdiction, and lawfully able to enter into contracts. If you are under 18 years of age or not legally able to enter into contracts in your place of residence, you are not allowed to use the Credit Model Platform, in which case please do not use the Credit Model Platform and do not provide us with information.

IF YOU ARE ENTERING INTO THESE TERMS ON BEHALF OF A COVERED ENTITY, YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL AUTHORITY AND CAPACITY TO BIND SUCH COVERED ENTITY. IF YOU ARE NOT AUTHORIZED NOR DEEMED BY LAW TO HAVE SUCH AUTHORITY, YOU ASSUME SOLE PERSONAL LIABILITY FOR THE OBLIGATIONS SET OUT IN THESE TERMS. The terms "you" and "your" refer to you, the legal entity you represent, and its affiliates.

Your access to and use of the Credit Model Platform is subject to your continued compliance with these Terms and all applicable laws. If you breach these Terms, your right to access and use the Credit Model Platform will terminate immediately, without any further action by Company, except for those obligations expressly described by the Company in these Terms.

#### **2. PRIVACY.**

Please review our privacy policy (the "Privacy Policy") available at [beaconchannelmanagement.com/pages/privacy](https://beaconchannelmanagement.com/pages/privacy), which explains how we use any personal information that you submit to Company. The Privacy Policy is hereby incorporated by reference.

#### **3. MODIFICATIONS AND ADDITIONAL TERMS.**

(a) Changes to these Terms. Company can change, update, add or remove provisions of these Terms at any time by posting the updated Terms on the Platform and by providing a notice on the Credit Model Platform. We will ask for your express consent to the updated Terms when and where we are legally required to do so. If you do not agree with any of the updated Terms, you must stop using the Credit Model Platform. Continued use of the Credit Model Platform following notice of any such modifications indicates You acknowledge and agree to be bound by the modifications. Unless otherwise required by law, the updated Terms are effective as of the day of posting.

(b) Changes to the Platform. Company may make changes to the Credit Model Platform at any time, without notice to you. If you object to any changes to the Credit Model Platform, your sole recourse will be to cease using the Credit Model Platform. Continued use of the Credit Model Platform following posting of any such changes will indicate your acknowledgement of such changes and satisfaction with the Credit Model Platform, as modified. We also reserve the right to discontinue the Credit Model Platform, or any component of it, at any time without notice to you. We will not be liable to you or any third-party should we exercise our right to modify or discontinue the Credit Model Platform.

(c) Additional Terms. In addition, certain features of the Credit Model Platform may be subject to additional terms of use ("Additional Terms"), which shall be provided to you at the moment you choose to use such features or services. By using such features, or any part thereof, you agree to be bound by the Additional Terms applicable to such features. In the event that any of the Additional Terms governing such features conflict with these Terms, the Additional Terms will govern.

#### **4. THE CREDIT MODEL PLATFORM AND COVERED ENTITIES.**

(a) Definitions. Capitalized words used in these Terms but not otherwise defined have the meaning set forth below.

"340B" or "340B Program" refers to the 340B Drug Pricing Program, codified at 42 U.S.C. § 256b.

"340B Covered Entity" or "Covered Entity" means a health care organization or "covered entity" as such term is defined under the 340B Drug Pricing Program codified at 42 U.S.C. § 256b.

"340B Credits" or "Credits" refers to the 340B discounts requested from a PPM by a Covered Entity through this Credit Model Platform.

"Covered Outpatient Drug" refers to a covered outpatient drug under the 340B Drug Pricing Program, codified at 42 U.S.C. § 256b.

"MFP" refers to the 'maximum fair price' for certain pharmaceutical products, established under the Inflation Reduction Act of 2022 (IRA), as it applies to Medicare Part D drugs.

"Participating Pharmaceutical Manufacturers" or "PPM" refer to those pharmaceutical manufacturers identified within the Platform as participating in this Credit Model Platform.

"TPA" means, collectively, 340B third-party administrators.

"WAC" means the 'wholesale acquisition cost' with respect to a drug, referencing the manufacturer's list price for the drug to wholesalers or direct purchasers in the United States, not including other discounts, rebates or reductions in price.

(b) The Credit Model Platform. PPMs have enlisted Company to provide this Credit Model Platform as the mechanism through which PPMs will receive and validate requests made by 340B Covered Entities for 340B Credits. PPMs are requiring Covered Entities to request 340B Credits through the Credit Model Platform and provide de-identified Claims Data and other data for purposes of validating such requests. The Covered Entity is entitled to receive a Credit after submission of the requisite data, data validation, and PPM approval pursuant to the process and instructions detailed in the Platform.

(c) 340B Credit Model Process. The Covered Entity, or TPA on behalf of the Covered Entity, shall be responsible for the identification of Covered Outpatient Drug purchases for which it is seeking 340B Credits from the PPM through the Platform. The Covered Entity (or TPA on its behalf) shall send the details of the 340B eligible prescriptions to the

Credit Model Platform in accordance with PPM instructions or policies. After validating the 340B Claims Data and other data, and calculating any Credits due, the PPM issues Credit(s) to the Covered Entity. The validation process may result in approval of a 340B Credit request or in the identification of requests that would result in ineligible 340B discounts or in duplicate discounts (including without limitation, Medicaid, Medicare, TriCare and/or commercial payer rebates) that are not eligible for reimbursement by such PPMs. While the 340B discount is calculated based on the difference between the applicable price at which a Covered Entity purchased the Covered Outpatient Drug (e.g., WAC; MFP) and the 340B Ceiling Price, as such term is defined under the 340B Program, the PPM may, at its sole discretion, voluntarily offer a discount that results in a final purchase price for the 340B Covered Entity that is lower than the established 340B Ceiling Price in certain situations, as it deems appropriate. The Credit Model Platform calculates discounts and rebates in accordance with applicable law and regulations.

## **5. CLAIMS DATA AND LICENSE.**

To realize the 340B Credit, the Covered Entity agrees to submit accurate and complete claims data de-identified as set forth in 5(a) below (the "Claims Data") on a timely basis, including, but not limited to, payer information. Such submission shall be strictly in accordance with the timelines, structure, and formats specified by Company in the Platform. Any deviations or modifications from the requirements applicable to data submissions as outlined in the Platform may result in the invalidation or ineligibility of the claims submissions. Company assumes no responsibility or liability for any errors in the data received from you, to the extent arising from errors in your records or from incorrect use of the Credit Model Platform.

(a) De-identification and re-identification. The Platform enables the Covered Entity, (and/or its agent) on a computer under Covered Entity control to de-identify 340B Claims Data as defined under the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, as may be modified from time to time ("HIPAA"). Company shall not attempt to re-identify or de-anonymize any of the Claims Data, including, without limitation, attempting to correlate any such data with any number, identifier, characteristic or other information that could be used, alone or in combination with other information, to identify any individual patient.

(b) Data License. The Credit Model Platform permits running analytics on such Claims Data, for the use by PPMs, subject to the licenses set forth below. You and the Covered Entity represent and warrant that you and the Covered Entity have any and all necessary right, title, license and authority (including any and all necessary permissions from third-party owners and rights holders) to provide the Claims Data to the Credit Model Platform. You grant Company a worldwide, sublicensable through multiple tiers, non-exclusive, royalty-free, perpetual, irrevocable license to collect, process, disclose, analyze, combine with other data, create derivative works of and otherwise use the Claims Data ("Data License") for the purposes set forth herein, and represent and warrant that you are authorized to grant such Data License on behalf of the Covered Entity. This Data License survives after termination of these Terms and shall survive as to any Claims Data that you have submitted on behalf of the Covered Entity or that a TPA has submitted on behalf of the Covered Entity after such respective dates of submission. You further represent and warrant that you are under no obligation to any third party that would prohibit or interfere with entering into these Terms, providing such Claims Data, granting the Data License or otherwise performing under these Terms, and that entering into these Terms and the arrangements set forth in these Terms (including without limitation providing such data and granting the Data License) and performance hereunder will neither conflict with, result in, nor constitute a breach under any other agreement or arrangement to which you are a party. You agree to follow all instructions provided within the Credit Model Platform to provide 340B Claims Data on behalf of the Covered Entity in the specified format to facilitate de-identification thereof and submission of Claims Data.

You agree that if the Covered Entity has authorized and consented to having one or more TPAs submit Claims Data associated with such Covered Entity to Company on its behalf, Company may reach out to such TPAs to collect such Claims Data from the TPAs.

You agree that Company may enable Claims Data to be combined with other data remitted by other Covered Entities or to PPMs by payers (including Medicaid, Medicare, TRICARE and commercial payers). You agree that Company may enable reporting of such combined data, together with any other Service Data (defined below), to PPMs, commercial payers, rebate claims processors or state Medicaid agencies. You agree that Company may disclose and sub-license the Claims Data and any other data derived from the interpretation, analysis, and combination of the

foregoing data with other data (the "Service Data") to the PPMs. Further, you agree that Company may use the Service Data for purposes of identifying 340B Credits, improving the Credit Model Platform and improving the process for identifying Credits.

Subject to the sub-licensing rights granted above, you acknowledge and agree that PPMs, commercial payers, rebate claims processors or state Medicaid agencies may link the Claims Data with other data (including identifiable rebate data) possessed by such entities. Further, you also agree that Claims Data may be utilized for the purposes of determining eligibility under the 340B Program and for any other purpose as required to use all the functionality of the Credit Model Platform, including without limitation to participating wholesalers and/or to the PPMs as necessitated to ensure the accurate processing, reconciliation, and payment of 340B Credits in accordance with the Program's regulations.

You consent to the reporting of any Claims Data to relevant federal and state agencies as necessary to ensure transparency in the administration of the 340B Program or as may be otherwise required by such agencies.

(c) Monitoring. You acknowledge and grant us the right to (i) monitor and track your use of the Credit Model Platform; (ii) monitor compliance with these Terms; (iii) investigate any complaint or reported violation of our policies; or (iv) report any activity that we suspect may violate any law or regulation to regulators, law enforcement officials or other persons or entities that we deem appropriate. Monitoring data is property of Company. If any such monitoring reveals that you are not using the Credit Model Platform in compliance with these Terms, then you will remedy any such non-compliance within five (5) business days of receiving notice from us.

(d) Security and Confidentiality. Company agrees to use appropriate administrative, physical, and technical safeguards to keep Claims Data secure and to prevent the use or disclosure of Claims Data other than as provided by these Terms.

## **6. LICENSE TO USE THE CREDIT MODEL PLATFORM AND REGISTRATIONS, GENERALLY.**

For as long as you agree to these Terms and abide by them, you may use the Credit Model Platform. These Terms apply to all users of the Credit Model Platform. The Credit Model Platform is licensed, not sold, to you.

(a) Covered Entity Registration. To register for the Credit Model Platform, the Covered Entity is required to submit specific documents for identity and business verification purposes, in compliance with Know Your Business (KYB) requirements. These documents shall include, but may not be limited to, the Covered Entity's Internal Revenue Service Employer Identification Number (EIN) confirmation letter (CP 575) and its duly executed Articles of Incorporation. Upon submission, the Covered Entity's documentation shall be forwarded to an Identity Verification Service, or such other similarly qualified third-party service as may be designated at the sole discretion of Company, for the purpose of verifying the authenticity and validity of the information provided. The Covered Entity consents to the sharing of its provided documents and any other necessary information for the purposes of this verification process. Covered Entity agrees that Company may not grant access to the Credit Model Platform until the verification process has been completed and the Covered Entity's identity and legal status has been confirmed. If you are employed by, represent or acting as an agent of a Covered Entity that is already registered with Company, in order to use the Credit Model Platform, you (i) must register for an account using an e-mail address associated with the Covered Entity by whom you are employed or acting as an agent and on whose behalf you will be submitting 340B Claims Data, or (ii) you must register using an invitation received from an Administrator Account (defined below) associated with the Covered Entity.

(b) Grant of a Limited License to Use the Credit Model Platform. The Credit Model Platform is protected by copyright laws throughout the world. Subject to your agreement, and continuing compliance with these Terms, Company grants you a personal, non-exclusive, non-transferable, non-sublicensable, revocable limited license subject to the limitations below to use the Credit Model Platform and/or download and use copy(ies) of App(s) or downloadable software on a mobile device or computer, including any desktop version of the platform, that you own or control, and to run such copy solely for your own individual, non-commercial purposes only. You agree not to use the Credit Model Platform for any other purpose. Nothing in the license granted above or in these Terms shall restrict Company's ability to license the access and use of the Credit Model Platform or provide any other services to any third parties, regardless of any potential conflict between such third parties and you.

(c) **Restrictions.** Unless otherwise is expressly provided herein, You will not (yourself, or through any parent, subsidiary, affiliate, agent or other third party): (i) sell, lease, distribute, license, resell, transfer, publicly display, publicly perform, transmit, stream, broadcast, reproduce or otherwise exploit the Credit Model Platform or sublicense the Credit Model Platform or any documentation, information, data or anything else accessible through the Credit Model Platform; (ii) decompile, disassemble, or reverse engineer the Credit Model Platform, in whole or in part; (iii) write or attempt to modify or develop any derivative work based upon the Credit Model Platform or any documentation, information, data, confidential information, or anything else accessible through the Credit Model Platform; (iv) use the Credit Model Platform in violation of any federal, state, or local law, regulation or rule (“Applicable Laws”); (v) use the Credit Model Platform for purposes of competitive analysis of the Credit Model Platform, the development of competing software products or services or any other purpose that is to the commercial disadvantage of Company; (vi) provide, disclose, divulge or make available to, or permit access or use of the Credit Model Platform, by any third party; (vii) retrieve, index, scrape, harvest, data mine or otherwise systematically gather or store content of the Credit Model Platform; (viii) remove any copyright, trademark or other proprietary notice or legend contained on (or printed from) the Credit Model Platform; (ix) link to, mirror or frame any portion of the Credit Model Platform except as expressly permitted by Company; (x) cause or launch any programs or scripts for the purpose of unduly burdening or hindering the operation and/or functionality of any aspect of the Credit Model Platform; or (xi) attempt to gain unauthorized access to or impair any aspect of the Credit Model Platform or its related systems or networks. All rights not expressly granted to you in these Terms are reserved and retained by Company and/or its licensors.

## **7. PAYMENTS OF CREDITS.**

Access to the Credit Model is at no charge. However, in order to receive payment of any Credits issued by PPMs, the Covered Entity is required to submit valid and accurate bank account information. This information will be used solely for the purpose of facilitating Credit payments to the Covered Entity. Credits issued by PPMs will be directed by the Credit Model Platform to be paid to the Covered Entity's designated bank account in a timely and secure manner. The Covered Entity hereby authorizes the Company to handle the Covered Entity's bank account information for the purpose of facilitating Credit payments. The Covered Entity also acknowledges its responsibility to provide current and accurate bank account details, and to promptly notify the Company of any changes to such information to ensure the uninterrupted processing of payments. The Covered Entity acknowledges that the Company acts merely as a facilitator for the receipt and disbursement of funds related to the 340B Credits on behalf of the PPM.

## **8. OUR INTELLECTUAL PROPERTY RIGHTS AND FEEDBACK.**

The Credit Model Platform and its features and functionality, including, without limitation, any Materials, and the selection and arrangement thereof, are the exclusive property of Company, our licensors or other content suppliers, and are protected by United States of America and international copyright, trademark, patent, trade secret and other intellectual property or proprietary rights laws, and may not be used or exploited in any way without our prior written consent. Company owns, solely and exclusively, all intellectual property rights embodied in or practiced by our products, services, and systems, and any improvements and derivatives therein. No right, title or interest in or to the Credit Model Platform or any Materials is transferred to you and all rights not expressly granted are reserved. Any use of the Credit Model Platform that is not expressly permitted by these Terms may be a breach of these Terms and may violate copyright, trademark and other intellectual property laws.

In addition to the intellectual property rights mentioned above, for purposes of these Terms, “Materials” also include all information such as the “look and feel” of the Credit Model Platform, data files, graphics, text, information, analytics, blogs, photographs, drawings, logos, images, sounds, music and video and audio files on the Credit Model Platform. Company exercises reasonable efforts to ensure that the Materials are accurate, however *Your use of the Credit Model Platform is at your own risk.*

Any comments, questions, suggestions, or materials regarding the Credit Model Platform from You to Us (collectively, “Feedback”) through any communication whatsoever (e.g., call, email) will be treated as both non-confidential and non-proprietary. Except as prohibited by Applicable Law, you hereby assign all right, title, and interest in, and We are free to use, without any attribution or compensation to You, any ideas, know-how, concepts, techniques, or other intellectual property and proprietary rights contained in the Feedback, whether or not patentable, for any purpose

whatsoever, including but not limited to, developing, manufacturing, having manufactured, licensing, marketing, and selling, directly or indirectly, products and services using such Feedback. Where the foregoing assignment is prohibited by law, you hereby grant Us an exclusive, transferable, worldwide, royalty-free, fully paid-up license (including the right to sublicense) to use and exploit all Feedback as We may determine in our sole discretion. Notwithstanding the foregoing, you understand and agree that We are not obligated to use, display, reproduce, or distribute any such ideas, know-how, concepts, or techniques contained in the Feedback, and You have no right to compel such use, display, reproduction, or distribution.

## **9. UNAUTHORIZED ACTIVITIES.**

Unauthorized use of the Credit Model Platform may result in violation of various United States and international laws. In addition to any restrictions set forth other sections, You are not authorized to use this Credit Model Platform in any of the following ways (these are examples only and the list below is not exhaustive of everything that You are not permitted to do):

- In a manner that violates any local, state, national, foreign, or international statute, regulation, rule, order, treaty, or other law;
- To stalk, harass, or harm another individual;
- To impersonate any person or entity or otherwise misrepresent Your affiliation with a person or entity;
- Remove, alter, bypass, avoid, interfere with or circumvent any copyright, trademark or other proprietary notices marked on the Materials or any digital rights management mechanism, device or other content protection measures either directly or through other means;
- Access the Credit Model Platform via any automated system, including, without limitation, by “robots,” “spiders,” “offline readers,” etc., or take any action that imposes, or may impose (as determined in our sole discretion), an unreasonable or disproportionately large load on our infrastructure;
- Knowingly or recklessly upload invalid data or introduce viruses, worms, Trojan horses or other malware or software agents, whether harmful or not, to the Credit Model Platform, or tamper with, impair, damage, attack, exploit or penetrate the Company system or network, or otherwise attempt to interfere with or compromise the system integrity or security of Company or any connected networks, or take any action to impact the proper operation of the Credit Model Platform and any person’s or entity’s use or enjoyment thereof;
- Bypass the measures we may use to prevent or restrict access to or use of the Credit Model Platform, including by hacking into secured or non-public areas of the Credit Model Platform, circumventing any geo-blocking mechanisms or otherwise;
- Use the Credit Model Platform to collect any personally identifiable information, including Account names and e-mail addresses, or use the Credit Model Platform for any commercial solicitation purposes, without our prior express written permission;
- Attempt to reverse engineer any aspect of the Credit Model Platform or attempt to derive the source code (including the tools, methods, processes and infrastructure) that enables or underlies the Credit Model Platform, create any derivative works or materials of any kind using the Materials, whether or not you intend to give away the derivative materials free of charge, or otherwise build a business utilizing any aspect of the Credit Model Platform;
- Use the Credit Model Platform to upload or present any material which is false, defamatory, libelous, obscene, harassing, threatening, discriminatory, bigoted, hateful, violent, vulgar, profane, pornographic or otherwise offensive, inappropriate, damaging, unlawful, disruptive or harmful;
- Use the Credit Model Platform to violate our or any other person’s legal rights (including the rights of publicity and privacy), contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or otherwise promote, advocate or assist any illegal activity or unlawful act;
- Use the Credit Model Platform to infringe any patent, trademark, trade secret, copyright, contract or other intellectual property or other proprietary rights of Company or any other person;
- Use the Credit Model Platform to seek to harm or exploit children by exposing them to inappropriate content, asking for personally identifiable information or otherwise; or
- Be otherwise objectionable as determined by Company at its sole discretion.

You agree to hire attorneys to defend Us if You violate these Terms and that violation results in a problem for Us. You also agree to pay any damages that We may end up having to pay as a result of Your violation. You alone are

responsible for any violation of these Terms by You. We reserve the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with Our defense of such claim.

#### **10. WARRANTIES AND DISCLAIMERS.**

You use the Credit Model Platform at your own risk. THE CREDIT MODEL PLATFORM IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT WARRANTIES OF ANY KIND, AND TO THE FULLEST EXTENT PERMITTED BY LAW, COMPANY (ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, ASSOCIATES, PARTNERS, LICENSORS AND SUPPLIERS) DISCLAIM ALL WARRANTIES EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, AND THOSE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. COMPANY DOES NOT WARRANT THAT YOU WILL BE ABLE TO ACCESS OR USE THE CREDIT MODEL PLATFORM AT THE TIMES OR LOCATIONS OF YOUR CHOOSING; THAT THE CREDIT MODEL PLATFORM WILL BE UNINTERRUPTED OR ERROR-FREE; OR THAT ALL DEFECTS WILL BE CORRECTED; OR THAT THE CREDIT MODEL PLATFORM IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

COMPANY DOES NOT WARRANT THAT THE FUNCTIONAL ASPECTS OF THE CREDIT MODEL PLATFORM OR THE MATERIALS WILL BE ERROR FREE OR THAT THE CREDIT MODEL PLATFORM, THE MATERIALS OR THE PLATFORM THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. COMPANY AND ITS SUPPLIERS MAKE NO WARRANTIES ABOUT THE MATERIALS OR ABOUT RESULTS TO BE OBTAINED FROM USING THE CREDIT MODEL PLATFORM. COMPANY RESERVES THE RIGHT TO WITHDRAW, TEMPORARILY OR PERMANENTLY, ANY MATERIALS FROM THE CREDIT MODEL PLATFORM AT ANY TIME AND FOR ANY REASON AND SUCH REMOVAL MAY BE IMMEDIATE AND WITHOUT NOTICE. AS AN EXPRESS CONDITION TO YOUR USE OF AND ACCESS TO THE CREDIT MODEL PLATFORM, YOU ACKNOWLEDGE, AGREE AND CONFIRM THAT COMPANY IS NOT LIABLE TO YOU OR ANY THIRD PARTY FOR ANY SUCH WITHDRAWAL. WE DO NOT GUARANTEE CONTINUOUS, UNINTERRUPTED OR SECURE ACCESS TO ANY PART OF OUR CREDIT MODEL PLATFORM (INCLUDING ANY NETWORKS AND SERVERS USED TO PROVIDE ANY PART OF THE CREDIT MODEL PLATFORM).

You will take appropriate steps, both before accessing and using the Credit Model Platform and at all times thereafter, to copy and protect your own data and programs that may be lost, harmed or destroyed and to protect your equipment from any damage. You will be responsible for reconstruction, replacement, repair or recreation of lost programs, data or equipment in the event of any hardware, software, or services failure as a result of accessing or using the Credit Model Platform. Company will not, under any circumstances, be responsible for any such losses or damages.

**11. LIMITATIONS OF LIABILITY.** YOU UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC OR OTHER LOSS OR DAMAGE, WHETHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE, AND EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO COMPANY'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. COMPANY'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED THE GREATER OF (i) AMOUNTS PAID HEREUNDER, OR (ii) ONE HUNDRED DOLLARS (\$100).

#### **12. TERM AND TERMINATION.**

The Terms commence on the date when you start using the Credit Model Platform and/or upon your agreement to these Terms and remain in full force and effect while you use the Credit Model Platform, unless terminated earlier in accordance with the Terms. If you want to terminate the Credit Model Platform, you may do so by (a) notifying Company thirty (30) days in advance; and/or (b) deleting your account.

We reserve the right to terminate or suspend your account or access to the Credit Model Platform at any time and for any reason. It is within our sole discretion and determination to terminate your Account for what we deem to be a violation or breach of these Terms. In the event that we terminate or suspend your Account, you will have no further access to your Account or anything associated with it. Termination of the Credit Model Platform includes (i) automatic termination of all licenses and you must immediately destroy any downloaded or printed Materials (including

software); and (ii) deletion of your password and related information, files and content associated with or inside your Account (or any part thereof), except to the extent of any surviving licenses or applicable record retention requirements. Company will not have any liability whatsoever to you for any suspension or termination. All your credit amounts in a trust account will be immediately remitted to your bank account upon termination.

Termination of the Credit Model Platform shall immediately and automatically terminate your right to access and use the Credit Model Platform. Upon termination, you will promptly cease using the Credit Model Platform and Company may immediately terminate your access to the Credit Model Platform and Company shall have no obligation to return to you any data stored on Company's systems.

All provisions of the Terms, which by their nature should survive, shall survive termination of the Credit Model Platform, including without limitation, ownership provisions, warranty disclaimers, and limitation of liability.

### **13. LINKS TO THIRD-PARTY SITES.**

The Credit Model Platform may be linked to other websites that are not Company properties (collectively, "Third-Party Sites"). You acknowledge and agree that the Third-Party Sites may have different privacy policies and terms and conditions and/or user guides and business practices than Company, and you further acknowledge and agree that your use of such Third-Party Sites is governed by the respective Third-Party Site privacy policy and terms and conditions and/or user guides. Company does not verify, make any representations or take responsibility for any Third-Party Site, including, without limitation, the truthfulness, accuracy, quality or completeness of the content, services, links displayed and/or any other activities conducted on or through such Third-Party Sites.

### **14. DISPUTE RESOLUTION AND ARBITRATION; CLASS ACTION WAIVER.**

***Please read this carefully. It affects your rights.***

(a) Applicable Law. These Terms will be subject to and construed in accordance with the laws of the State of Illinois, United States of America, excluding its rules regarding conflicts of law. You agree that any claim or dispute you may have against Company must be resolved exclusively by a state or federal court located in the Northern District of Illinois, except as otherwise agreed by the parties or as described in the Arbitration subsection below. You agree to submit to the personal jurisdiction of the courts located in Illinois for the purpose of litigating all such claims or disputes.

(b) Dispute Resolution. Before either party may seek arbitration as provided below, the party must first send to the other party a written notice of dispute ("Notice") describing the nature and basis of the claim or dispute, and the requested relief. After the Notice is received, you and Company may attempt to resolve the claim or dispute informally. If you and Company do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin a judicial or an arbitration proceeding.

(c) Arbitration. You agree that Company may elect to resolve the dispute in a cost-effective manner through binding arbitration (including non-appearance-based arbitration), except that you may assert claims in small claims court if your claims qualify. In the event Company elects arbitration, you hereby agree to move any claims to the exclusive jurisdiction of an arbitration procedure, which shall be initiated through the American Arbitration Association or another established alternative dispute resolution provider (collectively, "ADR") chosen by Company. The ADR provider and the parties must comply with the following rules for non-appearance arbitration: (i) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, the specific manner shall be chosen by the party initiating the arbitration; (ii) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties, in which case the location of the arbitration shall be in Illinois, and (iii) the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Arbitration expressly excludes claims for injunctive or other equitable relief. The U.S. Federal Arbitration Act and U.S. federal arbitration law apply to these Terms.

(d) Waiver of Jury Trial. YOU HEREBY WAIVE YOUR CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. In the event any litigation should arise between you and Company in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, YOU WAIVE ALL RIGHTS TO A JURY TRIAL, instead electing that the dispute be resolved by a judge.



(e) Waiver of Class or Consolidated Actions. ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THESE TERMS MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS, AND CLAIMS OF MORE THAN ONE USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER USER. EACH PARTY WAIVES THE RIGHT TO LITIGATE IN COURT OR ARBITRATE ANY CLAIM OR DISPUTE AS A CLASS ACTION, EITHER AS A MEMBER OF A CLASS OR AS A REPRESENTATIVE.

## **15. ELECTRONIC COMMUNICATIONS.**

The communications between you and Company use electronic means, whether you visit the Site, send Company e-mails, or use the Credit Model Platform or whether Company posts notices on the Site or communicates with you via e-mail. For contractual purposes, you (1) consent to receive communications from Company in an electronic form; and (2) agree that all terms and conditions, agreements, notices, disclosures, and other communications that Company provides to you electronically satisfy any legal requirement that such communications would satisfy if it were to be in writing. Where Company requires that you provide an e-mail address; you are responsible for providing Company with your most current e-mail address. In the event that the last e-mail address you provided to Company is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Terms, Company's dispatch of the e-mail containing such notice will nonetheless constitute effective notice. We are not responsible for any automatic filtering you or your network or e-mail provider may apply to communications we send to an e-mail address that you provide to us.

## **16. GENERAL.**

(a) Entire Agreement. These Terms together with our Privacy Policy ([beaonchannelmanagement.com/privacy](https://beaonchannelmanagement.com/privacy)), and any Additional Terms that we may make available from time to time through our internet properties, constitute the entire agreement between you and Company regarding your use of our Credit Model Platform and supersede and replace any prior written or oral agreements regarding the foregoing. Our failure to exercise or enforce any right or provision in these Terms shall not operate as a waiver of such right or provision. If any provision of the Terms is found to be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. Neither the rights nor obligations arising under these Terms are assignable by you. Any such attempted assignment or transfer shall be void and without effect. We may assign these Terms (and any licenses granted hereunder) without restriction. You specifically authorize our use of subcontractors and our right to delegate any of the rights or obligations hereunder. Section headings used herein are provided for convenience of reference only and shall not constitute a part of these Terms.

(b) Confidentiality. You may be given access to certain non-public proprietary information related to the Credit Model Platform and Company (the "Confidential Information"). You shall use this Confidential Information only as necessary in exercising the rights granted to you by these Terms. You shall not disclose any Confidential Information to any third party without our prior written consent and you agree that you will protect this Confidential Information from unauthorized use, access, or disclosure in the same manner that you would use to protect your own confidential and proprietary information of a similar nature and in any event with no less than a reasonable degree of care.

(c) Force Majeure. We will not be deemed to be in breach of these Terms or liable for any breach of these Terms or our Privacy Policy ([beaonchannelmanagement.com/pages/privacy](https://beaonchannelmanagement.com/pages/privacy)) due to any event or occurrence beyond our reasonable control, including without limitation, acts of God, terrorism, war, invasion, failures of any public networks, electrical shortages, earthquakes or floods, civil disorder, strikes, fire, pandemics or epidemics (whether or not already active at the time you accept these Terms), act of government (including but not limited to "shelter in place," "travel ban," "quarantine" or "shutdown" orders, whether or not already active at the time you accept these Terms) or other disaster.

(d) Third Party Beneficiaries. Except for Participating Pharmaceutical Manufacturers, these Terms are for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms. You expressly acknowledge and agree that the Participating Pharmaceutical Manufacturers are third party beneficiaries of these Terms and have the full rights to enforce these

Terms as if any one of them was a signatory hereto. These Terms do not create or imply any partnership, agency, or joint venture between the parties hereto.

(e) United States Only. The Credit Model Platform is intended for use by individuals located in the United States of America and is not intended for use by anyone located outside of the United States. You should not use the Credit Model Platform if you are not located in the United States. Company makes no claims that the Credit Model Platform is accessible or appropriate outside of the United States.

#### **17. CONTACT US.**

If you have any questions about these Terms or otherwise need to contact Company for any reason, you can reach us at telephone: +1.878.788.8907 (toll free) or e-mail: [support@beaconchannelmanagement.com](mailto:support@beaconchannelmanagement.com).

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