

Pursuant to this Pharmacy Data Services Agreement (“**Agreement**”), AmerisourceBergen Drug Corporation (“**ABDC**”) will provide the customer below (“**Customer**”) certain data services (“**Data Services**”) to assist with its systems, including pharmacy management (“**PMS**”) and point-of-sale (“**POS**”) systems. This agreement applies to each location that Customer enrolls in Data Services as further described below.

### Customer

Legal name	DBA		
COUNTY OF MONTEREY	NATIVIDAD; MEDICAL CENTER		
Address	City	State	Zip
1441 Constitution Blvd	Salinas	CA	93906

### Contact information

Name	Phone	Fax	Email
Jason Warren	831-772-7720	831-755-6361	warrenj@natividad.com

### Account information

Number(s)			
100076753			

### Data services and fee schedule

<input checked="" type="checkbox"/> No additional charge	<b>Electronic order entry and confirmation</b> ABDC exchanges standard electronic data interchange (“ <b>EDI</b> ”) sets with Customer’s PMS or other system, including purchase orders and confirmation that an order was received and stock allocated.	System vendor CareFusion	
<input type="checkbox"/> No additional charge	<b>Catalog and price update service - Rx</b> ABDC provides electronic pricing data for Customer’s PMS or other systems relating to  Customer’s invoice cost, contract prices and published Suggested Wholesale Prices (“ <b>SWP</b> ”) or other benchmarks for prescription pharmaceuticals.	System vendor	Frequency
<input type="checkbox"/> No additional charge	<b>Catalog and price update service - OTC</b> ABDC provides electronic pricing data for Customer’s POS or other systems relating to  Customer’s invoice cost, contract prices and retail selling prices for non-prescription products.	System vendor	Frequency

### Authorization

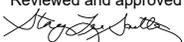
\*Agreement not required if Customer already signed a Master Program Agreement\*

Each party’s authorized officer, partner or principal signed this Data Services Agreement as of its effective date.

Customer

AmerisourceBergen Drug Corporation

DocuSigned by:  
Reviewed and approved.  
Jennifer Forsyth  
Auditor-Controller Analyst II 06/28/2022  
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Reviewed and approved as to form.  
  
Chief Deputy County Counsel 6/28/2022

# Data Services Agreement

## Provisions

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1. **TERM AND TERMINATION.** The term of this Agreement (“**Term**”) begins as of the date Customer signs if it is received and accepted by ABDC, and continues for a period of three years or until the earlier of (i) termination by either party giving 30 days’ prior written notice of its intent to terminate, or (ii) expiration or earlier termination of Customer’s agreement to use ABDC as its primary pharmaceutical distributor (“**PDA**”). Either party may terminate any Data Services without affecting remaining Data Services or this Agreement. Terminating any Data Services or this Agreement will not terminate any PDA or other agreement between the parties. Data Services are only available to ABDC customers. Within five days after the Term, Customer will return or pay for all Licensed Material (defined in Section 6).

2. **ENROLLMENT; FEES.** Data Services and any applicable fees (“**Program Fees**”) are specified on the Cover Page. With written notice, Customer may add (“**Enroll**”), change or discontinue Data Services at one or more pharmacies or other locations (“**Sites**”) and designate its PMS or POS system vendor and frequency of delivery. Program Fees do not include charges for transmission, media, taxes or other expenses Customer may incur in connection with the Data Services, which are Customer’s sole responsibility. Unless otherwise agreed, ABDC bills Program Fees and other charges monthly, with payment pursuant to PDA terms. Program Fees may be increase upon 60 days’ prior written notice. Notwithstanding ABDC’s prepayment, Customer is responsible for all sales, use and other taxes applicable to Data Services.

3. **ABDC COMMITMENTS.** ABDC uses reasonable care to provide Data Services, including collecting and providing data and standards, procedures, policies, advice and other information (“**Program Guides**”). Some information obtained from other parties may be subject to restrictions or requirements. In addition to written material, Program Guides and updates may be published on websites maintained by ABDC or others, which are effective after they are available. Data Services in U.S. territories and foreign countries may be unavailable or have higher prices.

4. **DATA SERVICES USE.** Customer may only use Data Services for its own business and only at a Site it Enrolls. Customer will furnish any required equipment, software and other items and otherwise comply with Program Guides, as updated from time to time. None of the Data Services or related information provided by ABDC, including costs, prices, SWP or other benchmarks, is a substitute for Customer’s business and professional judgment or directs pricing by Customer for goods or services. Customer is fully responsible for putting in place safeguards to confirm accuracy of data, proper application of data in its systems and its use of such information. ABDC strongly encourages regular review of systems to identify and address interpretation and application of Data Services information, such as varying determinations of package size, case quantities, units of measure or units of use.

5. **PAYMENT.** Program Fees specified on the Cover Page must be received by ABDC on the due date in available funds. If payment is delinquent, ABDC may suspend Data Services, and assess a per-day late payment fee to the extent provided for in the PDA. Such rights are in addition to ABDC’s other remedies and will not relieve Customer of its obligation to pay promptly. Any billing disputes must be brought promptly to the attention of ABDC or Customer will be deemed to have accepted the accuracy of invoices and statements and waive its right to dispute any amounts 12 months after receipt of the first invoices or statement containing the disputed amount.

6. **GRANT OF LICENSE.** To the extent necessary for purposes of this Agreement, ABDC grants Customer a non-exclusive, nontransferable and revocable license to access websites and data provided to Customer and related to Data Services, including Program Guides and other documents (“**Licensed Material**”). Customer may not make, or allow others to make, copies except for backup purposes, which must include all proprietary notices. Customer may not modify Licensed Material, create derivative works, or translate, reverse engineer, disassemble or decompile software or other Licensed Material.

7. **340B PROGRAM.** Notwithstanding any contrary provisions herein, if Customer is eligible to participate in the 340B drug purchase program established pursuant to the Veterans Health Care Act of 1992 as part of Public Law 102-585 (“**340B Program**”) and uses the services of a third party (“**340B Service Provider**”) to assist with its participation in the 340B Program, in the event that Customer requests ABDC to provide Data Services to its 340B Service Provider, Customer will (i) enter into an agreement with its 340B

Service Provider containing confidentiality and other provisions that are similar in form and substance to those set forth herein with respect to the Data Services and (ii) indemnify ABDC under Section 9 with respect to any Data Services ABDC provides to a 340B Service Provider at Customer’s request.

8. **CONFIDENTIALITY.** Each party, its employees and representatives (“**Receiving Party**”) will protect all proprietary and confidential information (“**Confidential Information**”) disclosed by the other (“**Disclosing Party**”), including this Agreement, Program guides and other Licensed Material, and will not use or disclose it except in connection with Data Services or as mutually agreed. Specifically, Customer must protect all Licensed Material and other intellectual property of ABDC and its licensors or suppliers. Confidential Information does not include information that is generally available or was previously known by Receiving Party without restriction on its use. If Receiving Party is required to disclose Confidential Information, it will request confidential treatment and promptly notify Disclosing Party.

9. **INDEMNIFICATION.** Each party (“**Indemnifying Party**”) will indemnify and defend the other, its employees and representatives (“**Indemnified Party**”) against all claims and damages, including expenses and attorneys’ fees (“**Claim**”) to the extent arising out of its obligations under this Agreement. Failure to give prompt Claim notice will not relieve Indemnifying Party of liability except to the extent caused by such failure, Indemnifying Party will defend Claims with counsel reasonably satisfactory to Indemnified Party and Indemnified Party will cooperate fully in such defense. Customer’s obligations include Claims arising from its infringement or other violation of intellectual property rights owned or controlled by ABDC or a third party except to the extent arising from authorized use complying with this Agreement.

10. **WARRANTY DISCLAIMER; LIABILITY LIMIT.** ABDC MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE OR ACCURACY WITH RESPECT TO DATA SERVICES, CODES, PRICING OR OTHER LICENSED MATERIAL (WHETHER OWNED BY ABDC OR A THIRD PARTY). ORAL OR WRITTEN INFORMATION PROVIDED BY ABDC, ITS EMPLOYEES OR OTHER REPRESENTATIVES WILL NOT CREATE A WARRANTY. CUSTOMER HAS DETERMINED, IN ITS SOLE DISCRETION, THAT DATA SERVICES MEET ITS GENERAL AND SPECIFIC NEEDS. DATA SERVICES AND LICENSED MATERIAL ARE PROVIDED “AS IS.” IN NO EVEN WILL ABDC BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR RELATED TO DATA SERVICES. LIABILITY OF ABDC AND ITS AFFILIATES FOR CLAIMS RELATED TO THIS AGREEMENT, WHETHER IN CONTRACT, TORT OR OTHERWISE, WILL NOT EXCEED FEES PAID BY CUSTOMER FOR THE DATA SERVICES TO WHICH SUCH CLAIMS RELATE. IF ABDC PROVIDES ANY INCORRECT INFORMATION, ITS ONLY RESPONSIBILITY IS TO CORRECT OR UPDATE SUCH LICENSED MATERIAL TO THE EXTENT COMMERCIALY REASONABLE.

11. **FORCE MAJEURE.** ABDC is not liable for a delay or failure due to any cause beyond its control, including labor disputes, fire, terrorism, acts of God, loss or delay of resources, material, facilities or telecommunication, electrical or internet systems, compliance with laws or voluntary compliance with a government order or request.

12. **NOTICES.** Legal notices must be in writing and sent as provided in the PDA to the address on the Cover Page (with copies to AmerisourceBergen Drug Corporation, 1 West First Avenue, Conshohocken PA 19428, Attn: VP, Account & User Services and Attn: VP & Group General Counsel, ABDC). Notices to Customer must be in writing and mailed to the address on the Cover Page.

13. **MISCELLANEOUS.** ABDC may, without notice, assign this Agreement to an affiliate or grant a security interest in connection with a financing or securitization. The parties are independent contractors. Each party will comply with all applicable laws. Pennsylvania law governs this Agreement without reference to its conflict of law provisions. Obligations in Sections 9, 10, 12 and 13 and any provision where the context shows the parties intended it to survive remains in effect after the Term. Waiver or delay in enforcing this Agreement will not deprive a party of its right to act at another time or due to another breach. All provisions are severable. This Agreement supersedes prior oral or written agreements that relate to its subject matter. Except as specifically provided, modification of this Agreement must be in writing and signed by both parties.