



*Access Market Intelligence*

### **User Agreement (January, 2022)**

If you as a client is interested in using Specialty Pharmacy Database data solely within your company, you can simply purchase it for internal company use here: [Annual Subscription](#) or [One-Time Snapshot](#). The purchase allows use of the database by 1-10 employees within the same organization.

A Corporate License allows for use of the database by an unlimited number of employees within the same organization. Please contact us to discuss this option.

If you are interested in purchasing the Specialty Pharmacy Database to use as a data source for client deliverables, please contact us to discuss this option.

If you are interested in purchasing the Specialty Pharmacy Database to incorporate into your commercially available database or sharing/using it with multiple clients, we do require that you contact us to discuss these uses.

By purchasing the Access Market Intelligence's Specialty Pharmacy Database (SPD) the purchaser agrees to comply with the following terms and conditions (Agreement).

For purposes of this Agreement, "Access Market Intelligence, LLC" (AMI) is the entity or institution that makes available the Specialty Pharmacy Database (SPD) database.

AMI disclaims any liability for the accuracy, completeness or functionality of any material contained herein, referred to, or linked to. AMI assumes no responsibility for errors or omissions nor any liability for damages from use of the information contained herein. Persons engaging in the procedures included herein do so entirely at their own risk.

AMI hereby grants to the Purchaser a nontransferable and non-exclusive right to use the SPD made available by AMI according to the terms and conditions of this Agreement. The SPD made available to the Purchaser is the subject of copyright protection, and the original copyright owner (AMI) retains the ownership of the Databases and Services and all portions thereof.

AMI does not transfer any ownership, and the Purchaser may not reproduce in any form, or by any means, the SPD or any portion thereof without the prior written consent of AMI.

The Purchaser agrees to comply with the Copyright Act of 1976, and agrees to indemnify AMI against any actions by Licensee that are not consistent with the Copyright Act of 1976.

License fees, if agreed upon by AMI and the Purchaser, include all retrospective issues of the SPD as well as updates furnished during the term of this Agreement. The Licensee's obligations of payment shall be to AMI or its assignee.

Payments, if the SPD is not purchased online through the AMI website, are due upon receipt of invoice(s) and will be deemed delinquent if not received within thirty (30) days. Delinquent invoices are subject to interest charges of 12% per annum on the unpaid balance (or the maximum rate allowed by law if such rate is less than 12%). The Purchaser will be liable for all costs of collection.

Failure or delay in rendering payments due AMI under this Agreement will, at AMI's option, constitute material breach of this Agreement.

Taxes, if any, are not included in the agreed upon price and may be invoiced separately. Any taxes applicable to the Database(s) under this Agreement, whether or not such taxes are invoiced by AMI, will be the exclusive responsibility of the Purchaser.

In the event of a breach of any of its obligations under this Agreement, the Purchaser shall have the right to remedy the breach within thirty (30) days upon receipt of written notice from AMI.

Within the period of such notice, the Purchaser shall make every reasonable effort and document said effort to remedy such a breach and shall institute any reasonable procedures to prevent future occurrences of such breaches. If the Purchaser fails to remedy such a breach within the period of thirty (30) days, AMI may (at its option) terminate this Agreement upon written notice to the Licensee.

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