

## Second Sight Solutions – MFP Platform Privacy Policy

This Privacy Policy describes how Second Sight Solutions, LLC and its affiliates (“Second Sight,” “Company,” “we,” “us,” “our”) use, disclose, and otherwise process personal information that we collect online and offline about users of our website portal hosted at [mfp.beaconchannelmanagement.com](http://mfp.beaconchannelmanagement.com) and associated web pages (our “Websites”) and the MFP Platform offering made available therein (collectively, the “Platform”). The Platform is intended for use by persons located in the United States.

Participating Pharmaceutical Manufacturers (“PPMs”) marketing pharmaceutical brands subject to the Inflation Reduction Act’s Medicare negotiated pricing have enlisted Second Sight’s Beacon MFP to process, validate, and facilitate funding for payment of Maximum Fair Price rebates (“MFP Rebates”). Beacon MFP enables Dispensing Entities who receive these MFP Rebates to view the status of this processing and payment, submit inquiries related to MFP Rebates, and provide information to Beacon MFP to support resolution of any inquiry. For additional information about the MFP Platform, please see our Beacon MFP Support Center, available online at [www.mfp.beaconchannelmanagement.com/pages/support-center](http://www.mfp.beaconchannelmanagement.com/pages/support-center).

This Privacy Policy also does not cover the personal information that we collect about Company employees or job applicants or contractors engaged by the Company.

For additional information about the privacy choices you have regarding your personal information, please review the Your Privacy Choices section below. If you are a resident of California, please refer to the Additional Information for California Residents section below for information about the categories of personal information we may collect and your rights under California privacy laws.

By using our Platform, you agree that your personal information will be handled as described in this Privacy Policy. Your use of our Platform and any dispute over privacy is subject to this Privacy Policy and the MFP Platform Terms of Use, available at [mfp.beaconchannelmanagement.com/pages/terms-of-use](http://mfp.beaconchannelmanagement.com/pages/terms-of-use), including applicable terms governing limitations on damages and the resolution of disputes.

### **I. What Personal Information We Collect**

The personal information we collect from you depends upon how you use our Platform or otherwise interact or engage with us, but generally includes the following:

- Identifiers. Such as name, email address, username and password, and telephone number;
- Professional or Employment Information. Such as business address, and place of work;
- Internet or other Electronic Network Activity Information. Such as internet protocol (IP) address, login data, unique device identifiers, browser type and version, time zone setting and location, operating system and platform, and other technology on the devices used to access the Platform; as well as usage information, such as information about how you use the Platform and our products and services, referring/exit web pages, date/time stamps, error logs, and the frequency of your use of the Platform;

- General Location Information. Such as that derived from Internet/electronic network activity information; and
- Other Information. Such as information that you voluntarily provide to us (such as via email or our Contact Us page).

We may also collect and receive certain personal information about you from third-party sources, such as Covered Entities, Manufacturers and other entities with whom we partner to provide our services (“Business Partners”), public databases, and other Platform users, and service providers or other third parties who provide services or perform functions on our behalf. For example, we may collect your name, contact details, EIN, business verification data, and other similar information from Business Partners and service providers for purposes of providing and enabling your use of our Platform.

## **II. How We Collect Your Personal Information**

We collect personal information from you via the following:

1. Personal Information You Provide to Us
  - Forms you complete and other information you enter directly in the Platform (e.g., as part of a registration process); and
  - Your correspondence and interactions with us, including by letter, email, and telephone.

In order to register for a Platform account (“Account”), you must either (a) provide documentation indicating authorization to act on behalf of the Dispensing Entity and complete KYB Verification to register for an Account that can invite other users to register on behalf the Dispensing Entity (“Administrator Account”), or (b) register using an invitation from the Administrator Account of the Dispensing Entity. As part of the registration process you must provide your first name, last name, work e-mail address, and the Dispensing Entity on whose behalf you are accessing the MFP Platform (“User Information”). You may provide your cell phone number as part of the registration process and User Information for multi-factor authentication purposes.

### **2. Information Collected Automatically**

We may automatically collect certain information about the devices you use to access the Platform, as well as information on how you interact with the Platform, through web server logs as well as cookies and other similar tracking technologies.

#### **a. Cookies and Other Data Collection Technologies**

We may collect information about your use of the Platform through cookies and other similar tracking technologies. “Cookies” are a feature of web browser software that allows web servers to recognize the Internet-enabled device used to access a website. They are small text files that are stored by a user’s web browser on the user’s device.

Cookies can help identify what information a user accesses on one website to simplify subsequent interactions with that website by the same user or to use the information to streamline the user's transactions on related websites. A number of Cookies we use last only for the duration of your web session and expire when you close your browser. Other Cookies last longer and are used, for example, to recognize your device when you return to the Platform.

We use Cookies to manage your login session, help you move between screens in the Platform in a smooth and secure manner, and gather information about the browsing activities of users of the Platform in order to continually improve it and better serve the needs of its users.

You can change your browser settings to notify you of the Cookies being set or updated, and to block Cookies. Please note that if you have disabled Cookies, some features of the Platform may not be available to you or otherwise function as intended.

We use cookies and other tracking technologies provided by a third party, Intercom, which allow Intercom and us to identify users of our chat feature for customer support and related purposes. For more information regarding Intercom's privacy practices, see Intercom's privacy policy.

b. Cookie Management

For information about how to manage Cookies, such as how to prevent or delete them, please see Your Privacy Choices below.

c. "Do Not Track" Browser Settings

We do not currently use technology that recognizes "do not track" signals from your web browser.

### III. How and Why We Use Personal Information

We use personal information consistent with applicable federal, state, and local law, regulation and rule ("Applicable Laws"), including in the following ways:

- **Account Registration, Support and Management.** To provide and operate our Platform, manage your account, communicate with you about your use of the Platform, provide troubleshooting and technical support, and for similar support purposes; to respond to your inquiries, fulfill your requests, and to otherwise run our day-to-day operations.
- **Analytics and Improvement.** To better understand how users access and use the Platform, and for other research and analytical purposes, such as to evaluate and improve the Platform and business operations, including to develop increased functionality, and for internal quality control and training purposes.

- **Communication.** To respond to your questions, send you requested materials and newsletters, as well as information and materials regarding our Platform. We may also use this information to send administrative information to you, for example, information regarding the Platform and changes to our terms, conditions, and policies. In addition, we may use personal information to facilitate communication between participating Manufacturers and registered Account holders of our Platform. When you email, call, or otherwise communicate with us and with members of our team, we collect and maintain a record of your contact details, communications and our responses. We and the provider of our chat feature maintain and record communications and information that you post in chat sessions on our Platform, including information you provide to us related to any customer support requests.
- **Research and Surveys.** To administer surveys and questionnaires, such as for market research or user satisfaction purposes.
- **Insight Development and Data Enhancement.** We may combine personal information collected about users of the Platform with other information that we or third parties collect about you in other contexts. In most cases, the information that we may combine with the personal information collected about the Platform for market research, such as demographic information, does not directly identify individuals.
- **Security and Protection of Rights.** To protect the Platform and our business operations, our rights and those of our stakeholders and investors, to prevent and detect fraud, unauthorized activities and access, and other misuse of our Platform, including where we believe necessary to investigate, prevent or take action regarding illegal activities, suspected fraud, situations involving potential threats to the safety or legal rights of any person or third party, or violations of the MFP Platform Terms of Use.
- **Compliance and Legal Process.** To comply with applicable legal or regulatory obligations, including as part of a judicial proceeding, to respond to a subpoena, warrant, court order, or other legal process, or as part of an investigation or request, whether formal or informal, from law enforcement or a governmental authority.
- **Auditing, Reporting, and Other Internal Operations.** To conduct audits and assessments of our operations, including our privacy and security controls, as well as for risk and compliance purposes. We may also use personal information to maintain appropriate business records and enforce our policies and procedures.
- **General Business and Operational Support.** To assess and implement mergers, acquisitions, reorganizations, bankruptcies, and other business transactions such as financings, and to administer our business, accounting, auditing, compliance, recordkeeping, and legal functions.
- For additional reasons we disclose to you at the time of collection.

#### IV. When We Disclose Your Personal Information

We may disclose personal information for the purposes described above and to the following entities:

- Our affiliates and subsidiaries;
- A service provider to which Second Sight has outsourced institutional services or functions (such as IT or help desk functions);

- Business Partners. For example, if you are an employee of a Manufacturer or Dispensing Entity, we may disclose information about you to the Manufacturer or Dispensing Entity who is your employer;
- Any governmental agency, regulatory authority or self-regulatory organization with jurisdiction over Second Sight or its affiliates;
- Others to the extent we have notified you or to the extent necessary to operate the Platform.

In addition, we may use or disclose your personal information as we deem necessary or appropriate:

- under Applicable Laws, including laws outside your country of residence;
- to comply with subpoenas and other legal processes;
- to pursue available remedies or limit damages we may sustain;
- to protect our operations or those of any of our affiliates;
- in support of business transfers, including if we or our affiliates are acquired by, merged with, or invested in by another company, if any of our assets are transferred to another company, whether as part of a bankruptcy or insolvency proceeding or otherwise, or if any such business transfer is contemplated and any preparatory or intermediate steps are undertaken;
- to protect the rights, privacy, safety or property of us, our affiliates, you and others;
- to enforce the MFP Platform Terms of Use, available at [mfp.beaconchannelmanagement.com/pages/terms-of-use](https://mfp.beaconchannelmanagement.com/pages/terms-of-use)
- as otherwise authorized by you.

Notwithstanding anything else described in this Privacy Policy, we may use and disclose aggregate, deidentified, and other non-identifiable data related to our business and the Platform for quality control, analytics, research, development, and other purposes. Where we use, disclose, or process deidentified data (data that is no longer reasonably linked or linkable to an identified or identifiable natural person, household, or personal or household device) we will use the information as permitted by Applicable Laws.

## **V. How We Protect Personal Information**

We take precautions to maintain the confidentiality, integrity, and security of your personal information, including the adoption of certain physical, electronic, and procedural safeguards and procedures designed to maintain and secure your personal information from inappropriate disclosure in accordance with Applicable Laws. However, no security measures are perfect, and we cannot guarantee that personal information we collect will never be accessed or used in an unauthorized way.

## **VI. Retention of Personal Information**

We will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy, or as long as we are legally required or permitted to do so. Under certain

circumstances, you may have the right to request that we delete your personal information that we retain.

When deciding how long to retain your personal information, we take into account our legal and regulatory obligations, the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information as described above and whether we can achieve those purposes through other means. We may also retain your personal information to investigate or defend against potential legal claims in accordance with the limitation periods of jurisdictions where legal action may be brought.

## VII. **Your Privacy Choices**

We make available several ways for you to manage your preferences and privacy choices, as described below:

- **Account and Profile Information.** You can review and update some of the personal information we maintain about you by logging into your Account and updating your profile information directly within our Platform.
- **Cookie Settings.** To prevent Cookies from tracking your activity on our Platform or visits across multiple websites, you can set your browser to block certain Cookies or notify you when Cookies are set. You can also delete Cookies. The “Help” portion of the toolbar on most browsers will tell you how to prevent your device from accepting new Cookies, how to have the browser notify you when you receive new Cookies, or how to delete Cookies. Visitors to our Platform who disable Cookies will be able to browse the Platform, but some features may not function as intended.

## VIII. **Links to Other Websites**

Our Platform may contain links to third-party websites or features or provide certain third-party connections or integrated services. Any access to and use of such linked websites, features, or third-party services is not governed by this Privacy Policy but instead is governed by the privacy policies of those third parties. We are not responsible for the information practices of such third parties, including their collection, use, and disclosure of your personal information. You should review the privacy policies and terms for any third parties before proceeding to those websites or using those third-party features or services.

## IX. **Children’s Privacy**

The Platform is not directed toward children under the age of 18. We do not promote our Platform to minors, and we do not intentionally collect any personal information from any person under 18. If you are a parent or legal guardian and you believe that we have collected your child’s information in violation of Applicable Laws, please contact us using the contact information in the Contact Us section below.

## X. **Changes to this Privacy Policy**

We may update this Privacy Policy periodically, so please review it frequently. If we decide to change our Privacy Policy, we will post the updated Privacy Policy at [mfp.beaconchannelmanagement.com/pages/privacy](https://mfp.beaconchannelmanagement.com/pages/privacy), so that you are aware of the kinds of personal information we collect, use, share, and otherwise process. If we make material changes to this Privacy Policy, we will notify you on our Websites, in our Platform, revise the last updated date above, and provide you with notice as required by Applicable Laws.

## XI. Contact Us

If you have any questions or concerns about this Privacy Policy, please contact us by:

Calling 1-878-788-8980 (toll free)

Emailing us at [productsupport@mfp.beaconchannelmanagement.com](mailto:productsupport@mfp.beaconchannelmanagement.com)

Writing to us at:

Attn: Legal Department  
Second Sight Solutions, LLC  
1800 M Street NW, Second Floor  
Washington, DC 20036

## XII. Additional Information for California Residents

In this section, as required under the California Consumer Privacy Act (“CCPA”), we provide California residents with certain specific information about how we handle their personal information, whether collected online or offline. Under the CCPA, “personal information” is any information that identifies, relates to, describes, is reasonably capable of being associated with, or could reasonably be linked, directly or indirectly, with a particular California resident, household, or device.

**Notice at Collection.** The following sub-sections below, read together, are intended to comply with our obligations for Notice at Collection under the CCPA: “**Categories of Personal Information We May Collect or Disclose**”, “**Purposes of Collection, Use, and Disclosure**”, “**Retention**”, and “**Sales and Sharing of Personal Information**”.

**Scope.** This section applies to “personal information” as defined by the CCPA, whether collected online or offline, in our capacity as a business. This section does not address or apply to our handling of publicly available information or personal information that is otherwise exempt under the CCPA. This section also does not apply to personal information we collect about independent contractors or current or former full-time, part-time, and temporary employees and staff, officers, directors, or owners of the Company.

**Categories of Personal Information We May Collect or Disclose.** The table below generally sets out the categories of personal information that we may collect about you (and may have collected in the prior 12 months), as defined by the CCPA, as well as the categories of other

entities to whom we may disclose this information for business or commercial purposes. Our collection and disclosure of personal information about a California resident will vary depending upon the circumstances and nature of our interactions or relationship with such individuals.

<b>Categories of personal information</b>	<b>To whom we may disclose for a business or commercial purpose</b>
<b>Identifiers.</b> Includes, but is not limited to, direct identifiers such as name, alias, postal address, unique personal identifier, online identifier, Internet Protocol (IP) address, email address, account name, and telephone number.	<ul style="list-style-type: none"> <li>• Affiliates and subsidiaries</li> <li>• Advisors and agents</li> <li>• Others as required by law</li> </ul>
<b>Usage Data.</b> Includes, but is not limited to, browsing history, clickstream data, search history, and similar information regarding interactions with our Platform and Websites, or emails.	<ul style="list-style-type: none"> <li>• Affiliates and subsidiaries</li> <li>• Advisors and agents</li> <li>• Others as required by law</li> </ul>
<b>Location Data.</b> Such as general location information (including that derived from an IP address) about a particular individual or device.	<ul style="list-style-type: none"> <li>• Affiliates and subsidiaries</li> <li>• Advisors and agents</li> <li>• Others as required by law</li> </ul>
<b>Audio, Visual, and Other Electronic Data.</b> Includes recorded meetings and webinars, videos, and photographs.	<ul style="list-style-type: none"> <li>• Affiliates and subsidiaries</li> <li>• Advisors and agents</li> <li>• Others as required by law</li> </ul>
<b>Professional Information.</b> Includes, but is not limited to, job title, company name, business email, business phone number, and other similar professional-related information.	<ul style="list-style-type: none"> <li>• Affiliates and subsidiaries</li> <li>• Advisors and agents</li> <li>• Others as required by law</li> </ul>
<b>Sensitive Personal Information.</b> We may collect account log-in information, which is considered sensitive personal information under the CCPA.	<ul style="list-style-type: none"> <li>• Affiliates and subsidiaries</li> <li>• Advisors and agents</li> <li>• Others as required by law</li> </ul>

**Source of Personal Information.** We generally collect personal information from the following categories of sources:

- Directly from individuals and their employers/our customers;
- Government agencies or public records;
- Vendors and service providers; and
- Business Partners.

**Purposes of Collection, Use, and Disclosure.** As described in the How and Why We Use Personal Information section above, in general, we collect and otherwise process personal information for the following business or commercial purposes, or as otherwise directed or consented to by you:

- Account registration, support and management;
- Analytics and improvement;
- Communication;
- Research and surveys;
- Insight development and data enhancement;
- Security and protection of rights;
- Compliance and legal process;
- Auditing, reporting, and other internal operations; and
- General business and operational support.

**Sales and Sharing of Personal Information.** The CCPA defines “sale” as disclosing or making available personal information to a third party in exchange for monetary or other valuable consideration, and “sharing” includes disclosing or making available personal information to a third party for purposes of cross-context behavioral advertising. We do not sell or share personal information, including sensitive personal information, nor do we sell or share personal information about individuals we know are under age sixteen (16).

**Sensitive Personal Information.** Notwithstanding the above, we do not collect, use, or disclose “sensitive personal information” beyond the purposes authorized by applicable privacy law. Accordingly, we only use and disclose sensitive personal information as reasonably necessary and proportionate: (i) to perform our services requested by you; (ii) to help ensure security and integrity, including to prevent, detect, and investigate security incidents; (iii) to detect, prevent, and respond to malicious, fraudulent, deceptive, or illegal conduct; (iv) to verify or maintain the quality and safety of our services; (v) for compliance with our legal obligations; (vi) to provide it to our service providers who perform services on our behalf; and (vii) for purposes other than inferring characteristics about you.

**Retention of Personal Information.** We will retain your personal information only for as long as is necessary for the purposes set out in this Privacy Policy, or as long as we are legally required or permitted to do so. Under certain circumstances, you may have the right to request that we delete your personal information that we retain.

When deciding how long to retain your personal information, we take into account our legal and regulatory obligations, the amount, nature, and sensitivity of the personal information, the potential risk of harm from unauthorized use or disclosure of your personal information, the purposes for which we process your personal information as described above and whether we can achieve those purposes through other means. We may also retain your personal information to investigate or defend against potential legal claims in accordance with the limitation periods of jurisdictions where legal action may be brought.

**California Privacy Rights.** California privacy law provides California residents with specific rights regarding personal information. Subject to certain conditions and exceptions, California residents have the following rights with respect to their personal information:

- **Right to Know.** You have the right to request (i) the categories of personal information we collected about you; (ii) the categories of sources from which the personal

information is collected; (iii) our business or commercial purposes for collecting, selling, or sharing personal information; (iv) the categories of third parties to whom we have disclosed personal information; and (v) a copy of the specific pieces of personal information we have collected about you.

- **Right to Delete.** You have the right to request we delete personal information we have collected from you.
- **Right to Correct.** You have the right to request that we correct inaccuracies in your personal information.
- **Right to Opt-Out of Sales and Sharing.** You have the right to opt-out of “sales” and “sharing” of your personal information, as those terms are defined under the CCPA. We do not sell or share personal information; thus, this right is not available to California residents.
- **Right to Limit Use.** You have the right to limit use and disclose of your sensitive personal information. We do not use or disclose sensitive personal information beyond the purposes authorized by the CCPA; thus, this right is not available to California residents.
- **Right to Non-Discrimination.** You have the right not to be subjected to discriminatory treatment for exercising any of the rights described in this section.

**Exercising Your Privacy Rights.** California residents may exercise their CCPA privacy rights as set forth below:

- **Right to Know, Delete, and Correct.** California residents may submit CCPA requests to know/access, delete, and correct their personal information by:
  - Emailing us at [productsupport@mfp.beaonchannelmanagement.com](mailto:productsupport@mfp.beaonchannelmanagement.com) or
  - Calling 1-878-788-8980 (toll free)

When you submit a request, we will take steps to verify your identity and request by matching the information provided by you with the information that we have in our records. In some cases, we may request additional information in order to verify your identity, or where necessary to process your request. If we are unable to verify your identity after a good faith attempt, we may deny the request and, if so, will explain the basis for the denial.

You may also designate someone as an authorized agent to submit requests and act on your behalf. Authorized agents will be required to provide proof of their authorization in their first communication with us, and we may also require that the relevant consumer directly verify their identity and the authority of the authorized agent.

## **Second Sight Solutions – MFP Platform Terms of Use**

Welcome to Beacon MFP provided by Second Sight Solutions, LLC and its affiliates (“Second Sight,” “Company,” “we,” “us,” “our”). These legally binding Terms of Use, as may be amended by us from time to time (“Terms”), apply to the Beacon MFP Dispensing Entity website portal accessed at [mfp.beaconchannelmanagement.com](http://mfp.beaconchannelmanagement.com) (our “MFP Platform Portal”), and associated web pages and the Beacon MFP Platform offering made available therein (together with any updates provided by Second Sight and any corresponding documentation, associated media, printed materials, and online or electronic documentation) (collectively, the “MFP Platform”).

Participating Pharmaceutical Manufacturers (“PPMs”) marketing pharmaceutical brands subject to the Inflation Reduction Act’s Medicare negotiated pricing have enlisted Second Sight’s Beacon MFP to process, validate, and facilitate funding for payment of Maximum Fair Price rebates (“MFP Rebates”). Beacon MFP enables Dispensing Entities who receive these MFP Rebates to view the status of this processing and payment, submit inquiries related to MFP Rebates, and provide information to Beacon MFP to support resolution of any inquiry. For additional information about the MFP Platform, please see our Beacon MFP Support Center, available online at [mfp.beaconchannelmanagement.com/pages/support-center](http://mfp.beaconchannelmanagement.com/pages/support-center).

Please read and review these Terms carefully before accessing or using the MFP Platform. In order to use the MFP Platform, you must register for an account for a Dispensing Entity by whom you are employed or acting as an agent (“Dispensing Entity”) and on whose behalf you will be engaging with MFP Platform functionality, or you must register using an invitation received from an Administrator Account (defined below) associated with the Dispensing Entity. Access to the MFP Platform requires completion of enhanced Know Your Business verification (“KYB Verification,” which includes EIN confirmation, business license verification, and authorized signatory checks) and submission of documentation in support of your authorization to register for the Dispensing Entity account. Our Beacon MFP Privacy Policy, available online at [mfp.beaconchannelmanagement.com/pages/privacy](http://mfp.beaconchannelmanagement.com/pages/privacy) is incorporated herein by reference.

These Terms are a legally binding agreement between Second Sight, the Dispensing Entity and its affiliates, your employer or principal if you are employed or acting as an agent for a legal entity other than the Dispensing Entity and such entity's affiliates, and you (“Agreement”). The terms “you” and “your” mean the Dispensing Entity (and its affiliates), your employer or principal if different, and any individual user acting on their behalf.

BY USING THE MFP PLATFORM, CLICKING THE “ACCEPT” BUTTON, OR OTHERWISE AFFIRMING ACCEPTANCE YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND OUR PRIVACY POLICY; (B) REPRESENT THAT YOU HAVE THE AUTHORITY TO ENTER INTO THE AGREEMENT ON BEHALF OF THE DISPENSING ENTITY BY WHOM YOU ARE EMPLOYED OR ACTING AS AN AGENT TO ENGAGE WITH THE MFP PLATFORM, OR ON BEHALF OF YOUR EMPLOYER OR PRINCIPAL IF A LEGAL ENTITY OTHER THAN THE DISPENSING ENTITY, AND THAT ENTRY INTO THIS AGREEMENT HAS BEEN DULY

AUTHORIZED BY THE DISPENSING ENTITY AND YOUR EMPLOYER; AND (C) YOU ACCEPT THIS AGREEMENT AND AGREE THAT YOU, THE DISPENSING ENTITY, AND YOUR EMPLOYER OR PRINCIPAL ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS OR DO NOT HAVE SUCH AUTHORITY, DO NOT USE THE MFP PLATFORM. PLEASE NOTE SECTION 6(b) CONTAINS INFORMATION ABOUT A DISCLAIMER; 6(c) CONTAINS INFORMATION ABOUT LIABILITY LIMITS, SECTION 10 INCLUDES A FORUM SELECTION AND CHOICE OF LAW; AND SECTION 11(f) CONTAINS INFORMATION ABOUT HOW THESE TERMS CAN BE AMENDED.

## 1) **Data Collected by the MFP Platform**

- a) **MFP Rebate Inquiry Data.** The MFP Platform enables you, on behalf of the Dispensing Entity, to submit inquiries related to the payment of MFP Rebates. Through this inquiry process, you may submit certain information in support of this inquiry (“MFP Rebate Inquiry Data”). This data will be used by Beacon MFP to process rebate payments and provide related services.
- b) **Data Accuracy.** You represent and warrant that the MFP Rebate Inquiry Data that you submit through the MFP Platform Portal will be complete and accurate, and follow the format and instructions provided within the MFP Platform Portal, as noted in Sections 3(d), 4(b)(iv) and 4(d). If you inadvertently submit any PHI to the MFP Platform for an unapproved use, Second Sight shall upon discovery of such error delete the PHI from the MFP Platform and notify you accordingly. Second Sight 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 MFP Platform.
- c) You agree to grant us rights to use the MFP Rebate Inquiry Data discussed in further detail below in Section 3(a).

## 2) **Rights We Grant to You.**

- a) Subject to and conditioned upon your compliance with these Terms, Second Sight hereby grants a revocable, non-sublicensable, non-transferable, non-assignable, non-exclusive, limited right and license, to access and use the MFP Platform for the Term of this Agreement (“MFP Platform License”). This MFP Platform License transfers to you neither title nor any proprietary or intellectual property rights to the MFP Platform, related documentation, or any copyrights, patents, or trademarks, embodied therein or used in connection therewith, except for the rights expressly granted herein. Second Sight may terminate this MFP Platform License at any time for any reason. All rights not expressly granted hereunder are reserved by Second Sight.
- b) Except as otherwise provided below, you agree that you will not yourself, or through any parent, subsidiary, affiliate, agent or other third party: (i) sell, lease, license or sublicense the MFP Platform or any documentation, information, data or anything else accessible through the MFP Platform; (ii) decompile, disassemble, or reverse engineer the MFP Platform, in whole or in part; (iii) write or develop any derivative work based upon the MFP Platform or any documentation, information, data, confidential information, or anything else accessible through the MFP Platform; (iv) use the MFP Platform in

violation of any federal, state, or local law, regulation or rule (“Applicable Laws”); (v) use the MFP Platform for purposes of competitive analysis of the MFP Platform, the development of competing software products or services or any other purpose that is to the commercial disadvantage of Second Sight; (vi) provide, disclose, divulge or make available to, or permit access or use of the MFP Platform, by any third party; (vii) retrieve, index, scrape, harvest, data mine or otherwise systematically gather or store content of the MFP Platform; or (viii) remove any copyright, trademark or other proprietary notice or legend contained on (or printed from) the MFP Platform.

- c) You acknowledge that Second Sight provides services to entities whose businesses may be competitive with yours. Nothing in this MFP Platform License shall restrict Second Sight's ability to license the access and use of the MFP Platform or provide any other services to any third parties, regardless of any potential conflict between such third parties and you.

### 3) **Rights You Grant to Us.**

- a) **Data License.** You grant Second Sight a worldwide, sublicensable, non-exclusive, royalty-free, perpetual, and irrevocable license to collect, process, disclose, create derivative works of, and otherwise use the MFP Rebate Inquiry Data (“Data License”) for the purposes set forth in these Terms, and you represent and warrant that (i) you are authorized to grant such Data License on behalf of the Dispensing Entity, and (ii) you have obtained all necessary authorizations and permissions to provide the MFP Rebate Inquiry Data and grant the Data License.
- b) You assume responsibility for ensuring that data is entered correctly into the MFP Platform to ensure correct submission of MFP Rebate Inquiry Data. You agree to follow all instructions provided within the MFP Platform to provide such data on behalf of the Dispensing Entity in the specified format.
- c) You agree that Second Sight may use the MFP Platform to collect MFP Rebate Inquiry Data for PPMs identified within the MFP Platform. You agree that if the Dispensing Entity has authorized and consented to having one or third party support entities submit MFP Rebate Inquiry Data associated with such Dispensing Entity to Second Sight on its behalf (each, a “TPSE”), Second Sight may reach out to such TPSEs to collect such data from the TPSEs. You may, on behalf of a Dispensing Entity, withdraw the authorization and consent for a TPSE to provide MFP Rebate Inquiry Data to Second Sight, with ten (10) business days advance written notice provided to Second Sight at the Notices contact provided below, and to the TPSE.
- d) You agree that Second Sight may enable MFP Rebate Inquiry Data to be combined with PPM pricing data and rebate information in order to confirm MFP Rebate eligibility and compliance with PPM policies. You agree that Second Sight may enable reporting of any MFP Platform Data (as defined below), to PPMs, the Department for Health and Human Services (“HHS”), including the Health Resources and Services Administration (“HRSA”) and its Office of Pharmacy Affairs (“OPA”), the Centers for Medicare & Medicaid Services (“CMS”), and their vendors, commercial payers, rebate claims processors or state Medicaid agencies.

- e) You agree that Second Sight may disclose and sublicense the MFP Rebate Inquiry Data and any other data derived from the interpretation, analysis, and combination of the foregoing data with other data (the “MFP Platform Data”) to the PPMs, commercial payers, rebate claims processors, HHS, or state Medicaid agencies, under the same Terms as applicable to us. Further, you agree that Second Sight may use the MFP Platform Data for purposes of MFP Rebate processing, improving the MFP Platform and improving the MFP Rebate processing.
- 4) **Use of the MFP Platform.** Your access and use of the MFP Platform shall be solely for your use on behalf of the Dispensing Entity. Upon registration, you will be assigned a User ID and you shall select a password to access and use the MFP Platform (“Account”).
- a) **User Accounts.** In order to register for an Account, you must either (a) provide documentation indicating authorization to act on behalf of the Dispensing Entity and complete KYB Verification to register for an Account that can invite other users to register on behalf the Dispensing Entity (“Administrator Account”), or (b) register using an invitation from the Administrator Account of the Dispensing Entity. As part of the registration process you must provide your first name, last name, work e-mail address, and the Dispensing Entity on whose behalf you are accessing the MFP Platform (“User Information”). You may provide your cell phone number as part of the registration process and User Information for multi-factor authentication purposes. Your registration may be subject to our verification and further requests for information and may be denied for any reason or no reason.
    - i) You consent to Second Sight contacting you via your work e-mail or if applicable via your cell phone number (by call or text) or other User Information in order to authenticate your identity, provide notifications regarding the MFP Platform, and improve the services.
    - ii) You consent to Second Sight sharing your User Information with participating pharmaceutical manufacturers. You consent to said participating pharmaceutical manufacturers contacting you via your User Information regarding the use of our MFP Platform.
    - iii) You must ensure that KYB Verification is completed, including EIN confirmation, business license verification, and authorized signatory checks before accessing payment processing services.
    - iv) You must provide documentation verifying authorization to register on behalf of a Dispensing Entity.
  - b) **Conditions of Use.** You agree to comply with these Terms as well as all Applicable Laws related to or in connection with the MFP Platform, its use, and data provided to or displayed by the MFP Platform.
    - i) You (i) shall not provide access to your User ID or password to any third party; (ii) shall promptly notify Second Sight of any unauthorized use of your User ID or

- password; and (iii) shall ensure that you exit from your MFP Platform account at the end of each session.
- ii) You shall comply with the restrictions set forth in Section 2(b) above.
  - iii) You agree, without limiting Second Sight's other rights and remedies, that you are responsible and liable for your access to, and use of, the MFP Platform, including any negligent acts or omissions or your breach of any of these Terms.
  - iv) If you are the registrant or account holder of an Administrator Account, you represent, warrant and agree that you shall invite only individuals to the MFP Platform that are employed by or authorized to act as an agent of the Dispensing Entity associated with the Administrator Account for the purposes of this Agreement.
- c) **Account Access and Termination.** Second Sight reserves the right to deny access to any user, or terminate the use of any User ID and password, at any time in the event Second Sight determines in its sole discretion that unauthorized or otherwise inappropriate use of the MFP Platform by a user has occurred or may occur, including but not limited to conduct in breach of these Terms or in violation of Applicable Laws.
  - d) **Monitoring.** You acknowledge and grant us the right to (i) monitor your use of the MFP Platform, (ii) monitor compliance with this Agreement, (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. If any such monitoring reveals that you are not using the MFP Platform in compliance with this Agreement, then you will remedy any such non-compliance within five (5) business days of receiving notice from us.
  - e) **Security and Confidentiality.** Second Sight agrees to use appropriate administrative, physical, and technical safeguards to keep MFP Rebate Inquiry Data secure and to prevent the use or disclosure of MFP Rebate Inquiry Data other than as provided by this Agreement. For additional information, please see the Beacon MFP Support Center.
- 5) **Ownership of the MFP Platform and Feedback.** As between Second Sight and you, Second Sight retains sole and exclusive ownership of all right, title and interest in and to the MFP Platform (including any improvements, copies, translations, modifications, adaptations or derivative works of the MFP Platform) and to all copyrights, trade secrets, patents, trademarks, and other intellectual property rights therein and relating thereto. In addition, in the event you acquire any right, title or interest in the MFP Platform, you hereby assign any such right title or interest to Second Sight. If you provide any feedback on the MFP Platform, then we may use that feedback without obligation to you and you hereby assign all right, title and interest in such feedback to Second Sight.
- 6) **Warranty and Limitation of Liability.**
- a) **Mutual Representation and Warranty.** Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and in good standing under its jurisdiction of organization and has the right to enter into this Agreement; (ii) the execution, delivery, and performance of this Agreement and the consummation of the

transactions contemplated hereby are within the corporate powers of such party and have been duly authorized by all necessary corporate action on the part of such party, and constitute a valid and binding agreement of such party; and (iii) it has the full power, authority, and right to perform its obligations and grant the rights it grants hereunder.

- b) **Disclaimer of Warranties.** YOU AGREE THAT THE MFP PLATFORM AND ANY SERVICES PROVIDED UNDER THESE TERMS BY SECOND SIGHT TO YOU SHALL BE ON AN “AS IS” BASIS. TO THE MAXIMUM EXTENT ALLOWED BY LAW, NEITHER SECOND SIGHT NOR ITS AFFILIATES MAKES ANY REPRESENTATION, WARRANTY, CONDITION, UNDERTAKING, OR TERM, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, WITH RESPECT TO THE SUBJECT MATTER OF THIS LICENSE, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF NON-INFRINGEMENT, AND ALL SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED BY SECOND SIGHT. SECOND SIGHT DOES NOT WARRANT THAT THE MFP PLATFORM WILL BE UNINTERRUPTED, ERROR FREE OR WITHOUT DELAY, NOR DOES SECOND SIGHT MAKE ANY WARRANTY AS TO ANY RESULTS THAT MAY BE OBTAINED BY USE OF THE MFP PLATFORM.
- c) **Limitations of Liability.** YOU UNDERSTAND AND AGREE THAT SECOND SIGHT SHALL NOT BE LIABLE FOR ANY DAMAGES, ECONOMIC OR OTHER LOSS OR DAMAGE, WHETHER INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE, AND EVEN IF SECOND SIGHT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SHALL NOT APPLY TO SECOND SIGHT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT. SECOND SIGHT'S AGGREGATE LIABILITY FOR DIRECT DAMAGES UNDER THIS AGREEMENT WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000).

## 7) **Indemnification.**

- a) **Indemnification by Dispensing Entity, you, your employer or principal.** Dispensing Entity, you, and if applicable your employer or principal (“Dispensing Entity Indemnitors”) agree to defend, indemnify and hold harmless (including reasonable expenses, costs and attorneys' fees) Second Sight and its directors, officers, managers, employees, agents, representatives, successors and assigns (“Second Sight Indemnitees”) from any claims by third-parties, second-parties, government authorities, or actions arising from injury or damage to persons or tangible property resulting directly or indirectly from (i) your access or use or unauthorized access or use of the MFP Platform, (ii) your breach of these Terms, (iii) any third party's access or use of the MFP Platform permitted by you, or (iv) your sharing of MFP Rebate Inquiry Data in breach of any agreements between you and a third party. Dispensing Entity Indemnitors will assume control of the defense and settlement of any claim subject to indemnification by Dispensing Entity Indemnitors; provided, however, that Second Sight may, at any time, elect to take control of the defense and settlement of any such claim without modifying or releasing your obligations hereunder. In any event, you will not settle any such claim without Second Sight’s prior written consent.

- b) **Indemnification by Second Sight.** Second Sight agrees to defend, indemnify and hold harmless (including reasonable expenses, costs and attorneys' fees) Dispensing Entity Indemnitors and their directors, officers, managers, employees, agents, representatives, successors and assigns ("Dispensing Entity Indemnitees") from any claims by third-parties, second-parties, government authorities, or actions arising from injury or damage to persons or tangible property resulting directly or indirectly from (i) unauthorized disclosure of MFP Rebate Inquiry Data from the MFP Platform; (ii) a security incident or breach impacting the MFP Platform that results in an obligation to notify governmental authorities of such security incident or breach, provided that Dispensing Entity Indemnitors have complied and are in compliance with all Terms under this Agreement. Second Sight will assume control of the defense and settlement of any claim subject to indemnification by Second Sight; provided, however, that Dispensing Entity Indemnitees may, at any time, elect to take control of the defense and settlement of any such claim without modifying or releasing Second Sight's obligations hereunder. In any event, Second Sight will not settle any such claim without Dispensing Entity Indemnitees' prior written consent.

#### 8) **Delivery of Services.**

- a) You shall be solely responsible for any and all equipment, facilities, and/or connections necessary to enable delivery of services through the MFP Platform to you. Second Sight is not responsible for supplying, monitoring, managing, securing, or maintaining any internet or network or for related performance, security, or availability issues.
- b) You will take appropriate steps, both before accessing and using the MFP 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 MFP Platform. Second Sight will not, under any circumstances, be responsible for any such losses or damages.
- c) The MFP Platform is subject to modification (including addition, alteration, or deletion) by Second Sight in its sole discretion.
- d) The availability of the MFP Platform is not designed to be, nor is it intended to qualify as, a delivery of services on your behalf involving PHI.

#### 9) **Term and Termination.**

- a) Unless otherwise defined in the Agreement, the term of the Agreement and the MFP Platform License granted hereunder shall commence upon your agreement to these Terms and will continue for recurring (thirty) 30 day periods, unless the parties enter into a subsequent written agreement that modifies this term (the "Term"), Second Sight terminates your access, or your Dispensing Entity provides written notice to us pursuant to Section 11(l) of its intent to terminate the Agreement, which shall be effective thirty (30) days following receipt of the notice.

- b) Unless otherwise set forth in the Agreement, you understand that Second Sight may at any time and from time to time modify or discontinue access to the MFP Platform (or any part), temporarily or permanently. Except in cases of fraud, illegality, material breach, or security emergencies, Second Sight will provide thirty (30) days' prior written notice before permanent termination. Termination of the MFP Platform License shall immediately and automatically terminate your right to access and use the MFP Platform. Upon termination, you will promptly cease using the MFP Platform and Second Sight may immediately terminate your access to the MFP Platform and Second Sight shall have no obligation to return to you any data stored on Second Sight's systems.
- c) The sections of these Terms that by their nature survive expiration or termination shall survive any expiration or termination of the License. Notwithstanding, and without limiting the generality of, the foregoing sentence, the provisions in Sections 3, 4, 5, 6, 8, and 9 will survive termination of the Agreement and the MFP Platform License.

10) **Forum Selection; Choice of Law; and Dispute Resolution.** The laws of Illinois, excluding its conflict of laws rules, will apply to any disputes arising out of or relating to these Terms. All claims arising out of or relating to these Terms will be litigated exclusively in the federal or state courts of the Northern District of Illinois, and you and Second Sight consent to personal jurisdiction in those courts. You and Second Sight agree that all claims and disputes arising out of or relating to these Terms must be brought and litigated only on an individual basis and not on a class, collective, representative, or consolidated basis. Claims of more than one user may not be litigated jointly or consolidated with those of any other user. By accepting these Terms, you and Second Sight knowingly and irrevocably waive any right to participate in a class action, class arbitration, or other representative proceeding.

11) **General Provisions.**

- a) **Severability.** If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, the remaining provisions of these Terms will remain in full force and effect. Without limiting the generality of the preceding sentence, if any remedy set forth in these Terms is determined to have failed of its essential purpose, then all other provisions of these Terms, including the limitation of liability and exclusion of damages shall remain in full force and effect.
- b) **Third Party Beneficiaries and No Agency.** Except for Participating Pharmaceutical Manufacturers that are identified upon logging in to the MFP Platform, 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. These Terms do not create or imply any partnership, agency, or joint venture between the parties hereto.
- c) **Headings.** Section headings used herein are provided for convenience of reference only and shall not constitute a part of these Terms.
- d) **Confidentiality.** You may be given access to certain non-public proprietary information related to the MFP Platform and Second Sight (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.

- e) **Assignment.** You may not assign, transfer or delegate any of the rights or obligations hereunder without the prior written consent of Second Sight. Notwithstanding the foregoing, this Agreement and the Data License granted to Second Sight may be assigned by Second Sight to an affiliate, a successor entity or any entity created or acquired as a result of a corporate reorganization, merger, acquisition or the purchaser of substantially all of the MFP Platform business line assets. You specifically authorize our use of subcontractors and our right to delegate any of the rights or obligations hereunder.
- f) **Amendments.** Second Sight may revise these Terms from time to time by posting such revised Terms on this website, or otherwise notifying you in advance of making effective such revisions to the Terms. Such revised Terms shall be effective to you upon the effective date provided in the posting or other notice, unless otherwise explicitly stated by Second Sight. It is your responsibility to be aware of any such revised terms by checking and reading these Terms from time to time and your notices. By continuing to access or use the MFP Platform after such effective date, you agree to be bound by the revised Terms. If you do not agree with any of these Terms as they may be amended from time to time, you should request to deactivate your User ID and promptly cease using the MFP Platform. If you do not agree with the revised Terms and cease using the MFP Platform, Second Sight shall not use MFP Rebate Inquiry Data or other data you have previously submitted to the MFP Platform for additional purposes (if any) set forth in the revised Terms. Second Sight retains the right to continue using the MFP Rebate Inquiry Data or other data you have previously submitted to the MFP Platform under the Terms previously in effect.
- g) **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 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.
- h) **No Waiver.** The failure of Second Sight to insist upon strict enforcement of any provision of these Terms shall not be construed as a waiver of any provision or right.
- i) **Entire Agreement.** These Terms, including any documents incorporated into these Terms by reference, constitute the entire agreement between you and Second Sight regarding the subject matter of these Terms and supersede all prior agreements and understandings, whether written or oral, or whether established by custom, practice, policy or precedent, with respect to the subject matter of the Terms.

- j) **United States Only.** The MFP Platform is intended for use by individuals located in the United States and is not intended for use by anyone located outside of the United States. You should not use the MFP Platform if you are not located in the United States. Second Sight makes no claims that the MFP Platform is accessible or appropriate outside of the United States.
- k) **Age Restrictions.** The MFP Platform is not directed to individuals under the age of 18. You must be at least 18 years of age to access and/or use the MFP Platform. By using the MFP Platform, you acknowledge and agree that you are at least 18 years of age.
- l) **Notices.** Please contact us at:
  - telephone: 1-878-788-8980 (toll free)
  - e-mail: [productsupport@mfp.beaconchannelmanagement.com](mailto:productsupport@mfp.beaconchannelmanagement.com)
  - Attn: Legal Department
  - Second Sight Solutions, LLC
  - 1800 M Street NW, Second Floor
  - Washington, DC 20036

All notices to you in connection with these Terms may be delivered via email at the email address provided by you, and you agree that these email communications satisfy any legal requirements.