

## PRIME VENDOR AGREEMENT

This Prime Vendor Agreement ("**Agreement**") is made as of July 1, 2015 ("**Effective Date**") by AmerisourceBergen Drug Corporation, a Delaware corporation ("**ABDC**"), and the County of Santa Barbara Public Health Department, a county of the State of California, which does business as the County of Santa Barbara Community Health Center Pharmacy ("**Customer**").

A. ABDC is a national distributor of pharmaceutical and other products, including prescription ("**Rx**") and over-the-counter ("**OTC**") pharmaceuticals, nutritional, health and beauty care ("**HBC**") and home health care ("**DME**") products (collectively, "**Products**"), and services ("**Services**");

B. Customer owns and operates one or more Facilities (as defined in Section 4), including one or more "340B Facilities" (as defined below), and one or more retail facilities (each a "**Retail Account**");

C. Customer is a "Participant" as defined in the 340B Prime Vendor Pharmacy Distribution Agreement effective February 1, 2014, between ABDC and Apexus, Inc. ("**Apexus**") (the "**Apexus Agreement**"); and

D. The parties agree to the following obligations to each other for an arrangement under which ABDC will provide Products and Services to Customer ("**Program**").

### 1. PRICING, ORDERING AND PAYMENT

ABDC will be the Primary Vendor of all requirements of Customer's Facilities for Products. Customer will pay, within terms, Product costs and Program fees pursuant to payment terms in Exhibit "1" ("**Pricing/Payment Terms**"). "**Primary Vendor**" means Customer purchases from ABDC no less than 95% of all Rx Products it purchases for use in its Public Health Department facilities, as verified quarterly, and meets minimum periodic purchase levels in Pricing/Payment Terms Paragraph 3(A). Orders for Products, including controlled substances, will be electronically transmitted (CSOS for Schedule IIs), will describe Products that ABDC will provide to Customer, the quantity and designated delivery location and will be subject to ABDC's Order Monitoring Program ("**OMP**"). Payment (except pre-pay) must be by automated clearinghouse electronic funds transfer ("**ACH/EFT**") or Price of Goods will be surcharged.

### 2. TERM OF AGREEMENT

Subject to Provisions Paragraph 5, the term will be from the Effective Date until June 30, 2018 ("**Term**"). Thereafter, the Term will extend on a month-to-month basis until either party gives 30 days' prior written notice to the other of its intention to have this Agreement terminate.

### 3. GENERICS PROGRAM PARTICIPATION

With respect to the Retail Account, Customer must participate in ABDC's preferred generic Rx formulary known as the "**PRxO® Generics**" program pursuant to ABDC's requirements. Customer authorizes ABDC as its sole agent to develop and implement a generic Rx Product list for the Term.

### 4. CUSTOMER LOCATIONS & DELIVERIES

ABDC will deliver Products to each Facility five days a week (Monday – Friday), once a day, except holidays and warehouse physical inventory days. Each 340B Facility is entitled to two emergency deliveries per month, as provided in the Apexus Agreement. Customer may be charged for each additional delivery or order. "**Facility**" means each of Customer's pharmacies on the Effective Date, together with any other pharmacy Customer acquires, controls or operates during the Term in the United States that is approved for participation hereunder by ABDC. Newly acquired pharmacies with existing agreements with other distributors will be eligible to become Facilities under this Agreement upon the earlier of expiration of such existing agreement or the date Customer may terminate such agreement, with or without cause, without breaching it or paying a material termination penalty.

**5. RETURNED GOODS POLICY**

In returning Product to ABDC, Customer will comply with ABDC's standard policy ("**Returned Goods Policy**"), as amended from time to time by ABDC. Pursuant to the Returned Goods Policy, Customer may only return Product purchased from ABDC and for which Customer provides the invoice number and purchase date. ABDC may reject returns that do not have an invoice number or purchase date or that exceed the amount on the referenced invoice. If Customer submits for return any counterfeit, adulterated or other Product that does not comply with terms in its return authorization, ABDC may refuse it and all future returns from Customer.

**6. EXHIBITS**

Pricing/Payment Terms are provided in Exhibit "1". Value-Added Services are listed in Exhibit "2". Terms, conditions and other provisions are set forth in Exhibit "3" ("**Provisions**"). These exhibits are incorporated by this reference.

IN WITNESS WHEREOF, the parties have had a duly authorized officer, partner or principal execute this Prime Vendor Agreement as of its Effective Date.

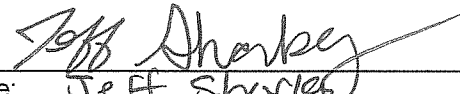
**CUSTOMER:**

County of Santa Barbara Public Health Department

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ABDC:**

AmerisourceBergen Drug Corporation

By:   
Name: Jeff Shorkey  
Title: VP

**EXHIBIT 1 TO  
PRIME VENDOR AGREEMENT  
PRICING / PAYMENT TERMS**

In addition to payment for Products, Customer will pay ABDC the following Program and other fees for ABDC's Product distribution and Services for Customer.

Pricing reflects one administrative or other fee to a buying group or group purchasing organization ("GPO"). If ABC is required to pay any additional (or increased) GPO fees, these fees either will be added to Price of Goods or will be reimbursed by Customer to ABDC. Customer's election of a different GPO or multiple GPOs may require, at ABDC's discretion, an adjustment to Price of Goods set forth in Paragraph 1(A) below, but shall not result in termination of this Agreement. In any event, ABDC shall not pay a GPO administrative fee until a GPO designation form signed by Customer is filed with ABDC. Customer will reimburse ABDC for any increase in administrative fees during the Term.

In any event, ABDC shall not pay a GPO fee until a GPO designation form signed by Customer is filed with ABDC.

**1. PROGRAM FEES**

A. Price of Goods. Customer will pay the following Price of Goods based upon the definition of "Cost" below, subject to adjustment for Customer's average total monthly Net Purchase volume and payment terms, for Products and Services other than those designated as ABDC Special Priced Products. ABDC will add to the billed amount any applicable sales, use, business and occupation, gross receipts or other tax. Price of Goods will begin at Tier 2 and may be adjusted quarterly based upon Customer's average total monthly Net Purchase volume over the prior three months.

Monthly Sales Volume		Weekly Pay – (11 DSO)	Semi-Monthly Pay (ZS10, 18 DSO)	Monthly Pay (30 DSO)	
\$ 220,000.00	to	\$ 249,999.00	-2.27%	-2.15%	-1.57%
\$ 250,000.00	to	\$ 279,999.00	-2.37%	-2.25%	-1.67%
\$ 280,000.00	&	Above	-2.47%	-2.35%	-1.77%

\* Customer's commitment to payment by ACH/EFT will result in an additional .05% reduction in Price of Goods.

"Cost" means (a) for any non-contract Product, Wholesale Acquisition Cost (WAC) of the Product, and (b) for any contract Product, the applicable Customer/GPO negotiated price for the Product under a pricing agreement between Customer/GPO and the supplier that is maintained in an ABDC bid file. In all cases, Cost is determined on the date Product is allocated to Customer and is calculated after excluding any discount for prompt payment given to ABDC by its suppliers. Cost outside the continental U.S. may be higher than supplier's normal price list or Customer/GPO contract price. Notwithstanding the above, "Cost" for any 340B Program Product shall be as set forth in the Apexus Agreement.

"Special Priced Products" means Products designated by ABDC, including generic Rx offered pursuant to ABDC's PRxO® Generics formulary and other generic Rx, DME, supplies (vials/bottles), private label, food, nutritionals, gift and general merchandise, OTC, HBC, Drop Ships, repacks, slow-moving or difficult to manage Products (bulky, greater than 500 ml, refrigerated, CII's, etc.) and Products purchased from suppliers not offering ABDC cash discounts of 2% or better, deliveries FOB destination or other standard terms. Special Priced Products will not be priced based upon ABDC's Cost (as defined above), but will instead be priced on terms set by ABDC from time to time. Special Priced Product purchases count

toward total periodic Net Purchases. Notwithstanding the above, "Special Priced Products" for any 340B Program Product shall be as set forth in the Apexus Agreement.

B. PRxO® Generics. With respect to the Retail Account, Customer must participate in PRxO® Generics pursuant to ABDC's requirements imposed by ABDC and must purchase from ABDC no less than 95% of its purchases of all generic Rx Products from the PRxO® Generics formulary.

C. Value-Added Services. ABDC will provide the value-added Services, including ordering and reporting solutions, as noted in Exhibit "2" for Facilities meeting minimum Net Purchases. The parties will coordinate to ensure C-II controlled substance electronic ordering systems (CSOS) interface correctly.

D. Return of Non-Disposables. Customer will promptly return to ABDC non-disposable equipment and material (e.g., totes, padding, pallets, packs/coolers/insulation, monitors/loggers, etc.) or pay replacement cost of items not returned within five business days.

E. Small Order and Special Delivery Charges. If a Facility purchases less than \$50,000 per month, a delivery charge of \$50 per delivery will be assessed for each order that is less than \$1,250. ABDC may adjust the per-delivery charge from time to time to reflect ABDC's shipping and handling costs. Additional fees and charges, including courier costs, will be assessed and passed-through by ABDC for any orders placed and received outside of Customer's normal delivery schedule. Such circumstances include emergency orders, will calls, hot shots, on-call orders, special requests and Products requested from an alternative distribution center. Service to Facilities outside ABDC's normal service area (which excludes Alaska, Hawaii and U.S. territories) may be subject to a delivery surcharge.

F. Contract Administration. In administering Customer's GPO/supplier contracts, Customer must (i) provide a copy of new contracts, (ii) comply with supplier's terms, (iii) notify ABDC at least 45 days before it changes suppliers and (iv) upon changing suppliers, assist ABDC in disposing of any excess inventory acquired for Customer. Additionally, Customer will notify ABDC before discontinuing purchases of any special inventory it requested that ABDC stock (whether or not pursuant to a contract) and assist ABDC in disposing of any excess of such inventory. When invoiced, Customer will promptly reimburse ABDC for any unpaid chargebacks that are (x) denied by a GPO or supplier or (y) not paid within 45 days and, in either case, Customer will look solely to such GPO or supplier for redress.

G. No Re-Distribution. Customer will (a) use all Products for its "own use" (as defined in judicial and legislative interpretations), and (b) not distribute Products to distributors, re-packagers or suppliers. ABDC may periodically audit compliance.

## 2. PAYMENT TERMS

Customer agrees to semi-monthly payment terms (ZS10) pursuant to which payment for invoices dated the 1st through the 15th of each calendar month must be received by the 25th of the same month and payment for invoices dated the 16th through the last day of a calendar month must be received by the 10th of the following month. All payments must be received for deposit to ABDC's account by the due date by ACH/EFT. ABDC may change available payment plans from time to time. Payment term changes may affect Price of Goods. If Customer does not select an option or the option selected is not available, ABDC will bill Customer on Weekly terms until otherwise notified by Customer. Subject to credit approval, Customer may change payment terms upon 30 days written notice prior to the beginning of a calendar month. Price of Goods adjustments for different payment terms are subject to change from time to time by ABDC to reflect ABDC's cost of money and any resulting credit risk.

## 3. MINIMUM ORDER VOLUME

A. Annual Purchases. Customer's minimum annual "Net Purchase" volume (total purchases less returns, credits, rebates, late payment fees and similar items) during Year 1 is \$2,640,000. Year 1 is from the Effective Date to June 30, 2016. Subsequent contract Years are the following 12-month periods. Customer's Net Purchases during the Term are projected to increase at a rate of 2.00% per year during each Year. Customer's aggregate Net Purchases over the Term will be no less than \$8,079,456.

B. Price of Goods Adjustments. Customer acknowledges that Price of Goods and Program fees are based upon Customer's meeting such minimum monthly, annual, aggregate, PRxO® Generics and other Net Purchases and, if Customer fails to do so, in addition to any other remedies, ABDC may adjust Price of Goods and Program fees on 10 days' notice to reflect lower than expected Net Purchases.

## **EXHIBIT 2 TO PRIME VENDOR AGREEMENT VALUE-ADDED SERVICES**

### **Standard Services**

The following Services are offered to Customer by ABDC without additional charge:

- Bar-Coded Shelf Labels
- DEA Scheduled Rx Products Purchased Report
- Monthly Usage and 80/20 Report
- Price stickers – Rx and OTC

ABDC may, from time to time, develop policies and procedures related to new or existing Services offered to customers, on an interim or as-needed basis. ABDC may discontinue any Services as it deems appropriate. If ABDC develops such policies or procedures or changes current ones, ABDC will notify Customer before such changes are effective.

### **Ordering & Reporting Functionality**

1. The following ordering and reporting software and hardware are offered to Customer by ABDC:
  - ABDC Passport internet-based ordering and reporting software for no additional charge.
  - ABDC Passport smartphone ordering applications (iOS and Android) for no additional charge.
  - ABDC Passport Nomad hardware technology for a monthly lease fee of \$100.00 per unit covering hardware, software and maintenance.
2. Computer consulting and related services will be offered at ABDC's then-current standard charges for such services.

### **Recalls**

ABDC will notify Customer of all recalls as instructed in the supplier's notification.

### **Drop Ship Service**

From time to time upon Customer's or a supplier's request, ABDC may provide drop shipment billing service as a convenience where Products are shipped directly to Customer by the supplier and the supplier bills Customer through ABDC. Suppliers must meet ABDC's liability insurance and other requirements. Customer's ability to return such Products through ABDC may be subject to different terms or otherwise restricted. Drop shipments may be subject to an additional charge. Other terms, including title, insurance and risk of loss, are set by each supplier and ABDC disclaims all liability in connection with drop shipments.

## EXHIBIT 3 TO PRIME VENDOR AGREEMENT PROVISIONS

### 1. DUTIES OF ABDC.

1.1 **Orders.** Orders may be subject to minimum order size requirements. Other than for supplier back-ordered Products, ABDC will make reasonable efforts to deliver orders placed by ABDC's normal order cut-off time by the next delivery day. All orders for controlled substances are subject to, and monitored by, the OMP. Notwithstanding any contrary provision of this Agreement, suspicious orders of controlled substances may be rejected or restricted by ABDC and may result in future restrictions on Customer's orders of controlled substances and other Products.

1.2 **Emergency Orders.** ABDC will use commercially reasonable efforts to meet a requested delivery time for emergency orders, which may be subject to an additional charge. If ABDC cannot do so, Customer may fill emergency orders outside the Program on such occasions using another provider despite the Agreement's minimum purchase commitments.

1.3 **Records, Audits.** Subject to 1.4, ABDC will maintain transaction records for 3 years after final payment under the Agreement (Cal. Govt. Code Section 8546.7) and shall be subject to examination and audit of the California State Auditor at the request of the Customer or as part of any audit of the Customer. Customer's employees may audit such records only (a) pursuant to ABDC's from time to time audit policies, (b) during ordinary business hours and upon reasonable notice, and (c) at Customer's own expense, including production costs. Such audits may only cover 90 days prior to the request or any shorter period set by a supplier for chargeback audits. No audit may cover any period previously audited. If an audit shows net overcharges or undercharges and ABDC agrees with such findings, ABDC will credit or charge Customer within 30 days of receipt of written notice of the net overcharge (or, if later, within 30 days of receiving an applicable supplier's credit) or undercharge. ABDC shall participate in any audits and reviews, whether by Customer or the State of California, at no charge to Customer.

1.4. **HHS Requirements.** If required by 42 U.S.C. §1395x(v)(1), until 4 years after the Term, upon written request, ABDC will make available to the U.S. Department of Health & Human Services Secretary, the Comptroller General, or their authorized representatives, a copy of this Agreement and all records required to certify the nature and extent of pricing for Products and Services from ABDC hereunder. If ABDC carries out its duties through a subcontract with a value or cost of \$10,000 or more in a 12 month period with a related organization, the subcontract will contain similar provisions.

### 2. DUTIES OF CUSTOMER.

2.1 **Primary Vendor Orders.** Customer will submit an electronic order for all Products. If allowed, non-electronic orders may be surcharged. All goods are F.O.B. Customer's location, with freight prepaid for normal delivery. Expedited delivery is extra. Title and risk of loss pass upon delivery to Customer.

2.2 **Disclosure.** Customer will comply with all laws, including reporting or reflecting discounts, rebates and other price reductions pursuant to 42 U.S.C. §1320a-7b(b)(3)(A) on cost reports or claims submitted to federal or state healthcare programs, retaining invoices and related pricing documentation and making them available on request to healthcare program representatives.

2.3 **Notice of Changes.** Customer will promptly notify ABDC of changes in ownership, name, business form (e.g., sole proprietorship, partnership or corporation) or state of incorporation or formation, or any intent to sell, close, move or modify its operations.

2.4 **No Set-Off.** Customer's obligation to pay for Products will be absolute, unconditional and not subject to reduction, set-off, counterclaim or delay.

2.5 **Billing Statements.** Billing disputes must be brought promptly to the attention of ABDC's accounts receivable department or Customer will be deemed to accept the accuracy of statements and waive its right to dispute any amounts 12 months after receipt of the first statement containing the disputed amount.

2.6 **Late Payment.** All payments must be received in ABDC's account during normal business hours on or before the date due. If payment is not received by the due date, ABDC may withhold any payments to Customer and will assess a per-day late payment fee of the lower of 0.05% (18%/360) or the maximum rate permitted by law on the outstanding balance until paid, beginning on the first business day after such due date. Price of Goods reflects a prompt payment discount

and ABDC may invoice Customer such unearned discount by recalculating Price of Goods based on Cost + 2% (or, if greater, 2% more than the invoiced Price of Goods) effective as of the due date. Additionally, ABDC may adjust future Price of Goods to reflect Customer's payment history. Such rights are in addition to ABDC's other remedies and will not relieve Customer of its obligation to pay promptly. Drivers and other ABDC employees cannot accept cash.

2.7 **Extension Of Credit.** Payment terms are an extension of credit based upon an evaluation of Customer's financial condition upon commencement of this Agreement as reflected in written information from Customer. Customer will abide by ABDC's standard credit terms as amended from time to time by ABDC. Customer will promptly notify ABDC in writing of any Claim that, with an unfavorable result, would have a material adverse effect on Customer's financial condition or operation. Upon request, Customer will furnish ABDC financial statements and other evidence of its financial condition necessary to establish, in ABDC's opinion, Customer's ability to perform its obligations. If ABDC reasonably believes Customer's ability to make payments is impaired or its financial condition has materially deteriorated, ABDC may from time to time amend Customer's payment terms, require past due amounts to be paid and/or require posting of adequate security or such other documents as ABDC may require. Pending receipt of requested items, ABDC may withhold delivery of Products and providing Services; place Customer on a C.O.D. basis if ABDC has not received payment when due after giving notice by 10:00 a.m. and giving Customer until 2:00 p.m. the same day for ABDC to receive payment; and/or require Customer to pay part or all of any past due amount as a condition to continued service.

3. **NO WARRANTIES.** Customer acknowledges that ABDC does not manufacture any Product. ABDC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THOSE OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE, FOR PRODUCTS AND SERVICES. No oral or written information provided by ABDC, its employees or other representatives will create any such warranty. In no event will ABDC be liable for any special, incidental or consequential damages in connection with or related to Products or Services, including PassPort™.

4. **CONFIDENTIALITY.** Each party and its employees or representatives ("Receiving Party") will protect all proprietary and confidential information ("Confidential Information") disclosed by the other ("Disclosing Party") and not use or disclose it except in connection with the Program or as otherwise agreed. Confidential Information does not include information (i) available on a non-confidential basis, (ii) known or able to be formulated by Receiving Party, or (iii) required to be disclosed by law. Pricing and payment terms are confidential and may not be shared with any third party. Customer will remove Exhibit "1" (or request confidential treatment) if it discloses this Agreement for any reason, including in a Securities and Exchange Commission filing.

### 5. TERMINATION OF AGREEMENT.

5.1 **Default.** In addition to other available remedies, either party may immediately terminate this Agreement for cause upon written notice to the other party upon the other party's:

(a) (i) Filing an application for or consenting to appointment of a trustee, receiver or custodian of its assets; (ii) having an order for relief entered in Bankruptcy Code proceedings; (iii) making a general assignment for the benefit of creditors; (iv) having a trustee, receiver or custodian of its assets appointed unless proceedings and the person appointed are dismissed within 30 days; (v) insolvency within the meaning of UCC Section 1-201 or failing generally to pay its debts as they become due within the meaning of Bankruptcy Code Sec.

303(h)(1) (11 USC Sec. 303(h)(1)), as amended; or (vi) certification in writing of its inability to pay its debts as they become due (and either party may periodically require the other to certify its ability to pay its debts as they become due) (collectively, "Bankruptcy");

(b) Failure to pay any amount due and such failure continues five days after written notice, provided that if such breach occurs more than three times during any 12-month period, the non-breaching party may terminate this Agreement upon 30 days' written notice without providing any opportunity to cure; or

(c) Failure to perform any other material obligation of this Agreement or any other agreement now or hereafter entered into between the parties and such failure continues for 30 days after it receives notice of such breach from the non-breaching party; provided, however, if the other party has commenced to cure such breach within such 30 days, but such cure is not completed within such 30 days, it will have a reasonable time to complete its cure if it diligently pursues the cure until completion. "For cause" does not include Customer's receiving a more favorable offer from an ABDC competitor.

5.2 Change in Control. ABDC may terminate this Agreement upon the sale or transfer of the business of Customer, in whole or in part, or a change in control in Customer. As used in this Agreement, "change in control" means, if applicable, sale or other transfer of 25% or more of (a) Customer's assets, or (b) the voting equity or other voting interest in Customer.

5.3 Suspicious Orders. ABDC may terminate this Agreement immediately following receipt of any order of controlled substances that it determines to be suspicious for diversion.

5.4 340B Contract Pharmacies. Termination for any or all 340B Contract Pharmacies listed in Exhibit 4 shall be considered Termination in Part and shall not affect the other terms and conditions of this Agreement. Either ABDC or Customer may terminate the services to the 340B Contract Pharmacies without cause upon no less than 90 days' advance written notice.

5.5 Non-Appropriations. In the event that funds are not appropriated, budgeted, or otherwise made available in the consecutive years of this Agreement, then Customer shall immediately notify ABDC of such occurrence and this Agreement may be terminated by either Customer or ABDC. Subsequent to the termination of this Agreement under this provision, except for Product that has been purchased, Customer shall have no obligation to make payments with regard to the remainder of the Term.

5.6 Survival Upon Termination. Within 5 days of expiration or earlier termination of this Agreement for any reason, all amounts owed by Customer will be immediately due and payable and Customer will (a) pay ABDC any amount owed and (b) return to ABDC all non-disposable equipment and material or pay to ABDC the replacement cost of any such items not returned. Obligations in Paragraphs 4, 5, 6, and 8 of this Exhibit 3 and any provision in this Agreement where the context shows it was intended to survive will remain in effect after the Term.

6. **CUSTOMER'S INSURANCE.** Each party shall maintain its own insurance coverage, through commercial insurance, self-insurance or a combination thereof, against any claim, expense, cost, damage, or liability arising out of the performance of its responsibilities pursuant to this Agreement. Either party will provide the other party with proof of insurance or self-insurance upon request of the other party.

## 7. MISCELLANEOUS.

7.1 Force Majeure. If ABDC's performance is prevented, delayed or otherwise affected by any cause beyond its control, including labor disputes, fire, terrorism, acts of God, unavailability of Product, transportation, materials or fuel, delays by suppliers, loss of facilities or internet, telecommunication or electrical systems, voluntary foregoing a right in order to comply with or accommodate government orders or requests, compliance with any law or otherwise ("Force Majeure"), ABDC may reduce or eliminate Products without liability or obligation during the Force Majeure period. In addition, if Force Majeure affects ABDC's cost of operations, ABDC may, at its discretion, add all increased costs, including taxes, to Product and other prices so long as Force Majeure affects such costs.

7.2 PassPort™ Nomad. If Customer uses PassPort™ Nomad, ABDC retains title to the associated hardware ("Hardware") and software ("Software") and will maintain the Hardware unless damaged by Customer or stolen. Other terms are: ABDC grants Customer a non-exclusive, nontransferable and revocable license to use the Software; Customer cannot make, or allow others to make, copies except 1 backup copy that includes all proprietary notices; Customer cannot modify Software, create derivative works or translate, reverse engineer, disassemble or decompile Software; ABDC warrants that, for 90 days from the Effective Date (a) Software will perform substantially in accordance with its documentation if operated as directed and (b) media on which Software is provided will be free from defects under normal use; ABDC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR HARDWARE AND SOFTWARE, AND ACCURACY OF ANY DATA; ALL DATA IS PROVIDED "AS IS"; ERRORS AND INTERRUPTIONS MAY OCCUR AND CUSTOMER HAS ALL RISKS FOR QUALITY AND PERFORMANCE; and ABDC's liability and Customer's sole remedy for breach of these warranties will be, at ABDC's option, to repair or replace Software or Hardware so it performs substantially in accordance with its documentation.

7.3 Notices. Notices must be in writing and sent certified mail, prepaid, return receipt requested, or sent by facsimile to the address or facsimile number below. Parties may change this information by written notice to the other party. Pursuant to the Telephone Consumer Protection Act of 1991, 47 U.S.C. §227, Customer consents to receiving notices, including product updates, recalls, new product launches and programs, advertisements and other marketing materials by telephone facsimile ("fax") machine from ABDC, its affiliates and their related companies, to its fax numbers.

To Customer:

County of Santa Barbara Public Health Department  
399 North San Antonio Road  
Santa Barbara, CA 93110

Attn: Dan Reid, Assistant Deputy Director, Public Health Dept.

Fax: 805-681-5126

To ABDC: AmerisourceBergen Drug Corporation

227 Washington Street  
Conshohocken, PA 19428

Attn: VP & Group General Counsel - ABDC

Fax: 866.925.8987

7.4 Assignment. This Agreement inures to the benefit of and is binding upon the heirs, successors and assigns of each party; provided, however that Customer may only assign its rights or delegate its duties under this Agreement, including by merger, change of control, asset sale, operation of law or otherwise, with ABDC's written consent. Customer consents to ABDC's assigning part or all of its obligations to any affiliate and to assigning or granting a security interest in this Agreement in connection with any financing or securitization by ABDC or any affiliate.

7.5 EEO Requirements. ABDC warrants it does not and will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, religion, gender, sexual preference, veteran status, handicap or as otherwise prohibited by law and will meet affirmative action obligations as are imposed by law.

7.6 Miscellaneous. The successful party in any legal action, including in a Bankruptcy proceeding, may recover all costs, including reasonable attorneys' fees. California law will govern this Agreement without reference to conflict of laws provisions. Any waiver or delay in enforcing this Agreement will not deprive a party of the right to act at another time or due to another breach. All provisions are severable. This Agreement supersedes prior oral or written agreements by the parties that relate to its subject matter other than the security interest, which is in addition to and not in lieu of any security interest created in other agreements. Captions are intended for convenience of reference only. The parties may not modify this Agreement other than by a subsequent writing signed by them. This Agreement will be interpreted as if written jointly by the parties. The parties are independent contractors.



8.0 Customer and ABDC will comply with all federal and state laws, rules and regulations including 45 CFR Part 75, applicable to our respective obligations under this Agreement. Customer and ABDC represent, warrant and certify that each has all required governmental licenses, permits and approvals required to purchase, use and/or store the products Customer buys from ABC, and that all Customer purchases from ABDC, on behalf of itself or any 340B Contract Pharmacy are for Customer's 'own use' in the 340B Contract Pharmacies, as such term is defined in judicial or legislative interpretation, and not for resale to anyone other than the end user. This Agreement does not create any employment, agency, franchise, joint venture, partnership or other similar legal relationship between the parties.

**EXHIBIT 4 TO PRIME VENDOR AGREEMENT**  
**Customer Accounts**

<b>Facility Location</b>	<b>Customer Account Number</b>	<b>340B Account Number</b>
Santa Barbara Community Health Clinic 300 North San Antonio Road Santa Barbara CA 93110 [phone]	100052408	100053841
Santa Maria Public Health Pharmacy 2115 South Centerpointe Parkway Santa Maria, CA 93455-1334 [phone]	100053424	100053496
Lompoc Public Health Pharmacy 301 North R Street Lompoc, CA 93436-5226 [phone]	100053499	100052411
La Joya Pharmacy 1115 West Main Street, Suite E-1 Santa Maria, CA 93458-4270		100092272
L. M. Caldwell Pharmacist 1509 State Street Santa Barbara, CA 93101-2580		100092273
L.M. Caldwell Pharmacist 235 West Pueblo Street Santa Barbara, CA 93105-3804		100092274
Walgreen's 937 N. North Street Lompoc, CA 93436-4148		100109043
Walgreen's 707 North Broadway Santa Maria, CA 93454-3753		100108950
Walgreen's 2399 South Broadway Santa Maria, CA 93454-7832		1000114228
Walgreen's 5900 Calle Real Goleta, CA	No ABC Account #	No ABC Account #