



**Third-Party Terms  
For  
Strides Pharma, Inc.**

The Following Third-Party Terms (these “Terms”) shall apply where Customer uses, is provided access to, or receives the benefit of any software, equipment, items, services, materials, or other deliverables provided by Strides Pharma, Inc. in relation to Omnicell SPS’s provision of items or services to Customer under Customer’s agreement or arrangement with Omnicell SPS:

**1. Definitions.**

- 1.1. “Confidential Information” shall mean all information provided by or on behalf of one Party to the other party in connection with the Third-Party Contract.
- 1.2. “Goods” shall mean all current and future pharmaceutical products approved by the U.S. Food and Drug Administration (“FDA”), sold by Seller and bearing Seller’s label and packaging.
- 1.3. “Seller” shall mean Strides Pharma, Inc.

**2. Purchase and Sale.** Customer must purchase Goods in accordance with the pricing, quantities, and terms set forth in the Third-Party Contract.

**3. Minimum Purchase Requirement.** Each order for Goods must meet the \$5,000 minimum purchase requirement.

**4. Shipping, Title, and Risk of Loss.** Delivery of Goods will be FOB Destination to Customer. Seller will bear risk and cost until delivery at Customer’s location. Title passes to Customer upon delivery.

**5. Inspection and Acceptance.** Customer will inspect shipments for damage, short-dated Goods, loss in transit, and shortage, and notify Seller of issues within 10 days of receipt. For latent defects, notice must be given within 5 days of discovery.

**6. Return of Goods.** Customer will adhere to Seller’s [Returned Goods Policy](#).

**7. Change in Specifications.** Customer will not unreasonably withhold authorization from Seller to make changes in materials, formulations, product specifications, production technology or processing methods that will impact the form, fit, function or performance of the Goods.

**8. Invoices and Payments.**

- 8.1. Customer must notify Seller of any invoice disputes within 5 days of receipt.
- 8.2. Payment will be due 30 days from invoice date.

**9. Discount Reporting.** Customer will comply with all applicable laws and regulations regarding reporting of discounts rebates, or other concessions, including, without limitation 42 U.S.C. § 1320a-7b(b) and 42 C.F.R. § 1001.952.

**10. Compliance with Law**

10.1. Customer will comply with all applicable federal and state laws, including FDA, DEA, and HIPAA regulations.

10.2. Customer will not be excluded, debarred, or suspended from any federal or state healthcare program, and will immediately notify Seller of any change in status.

**11. Confidentiality.** During and after the term of the Third-Party Contract, Customer will keep Seller's Confidential Information confidential, except as required by law or otherwise permitted by the Third-Party Contract.