STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
25-26104	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Access and Information

CONTRACTOR NAME

Amneal Pharmaceuticals, LLC

2. The term of this Agreement is:

START DATE

June 1, 2026, or the date the agreement is fully executed, whichever is later (the "Effective Date")

THROUGH END DATE

June 30, 2029

3. The maximum amount of this Agreement is:

$4,866,781.50

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	12
Exhibit B	Budget Detail & HCAI Payment Provisions	1
Exhibit C	General Contract Terms and Conditions	12
Exhibit D	Terms and Conditions Required by California Law	5
Exhibit E	Nondisclosure Obligations Related to Agreement Implementation	3
Exhibit F	Contractor's Return Goods Policy	1
Exhibit G	Contractor's Terms and Conditions Certification Form for Qualified Purchasers	3
Exhibit H	Trademark Licensing	4
Exhibit I	Nonpublic Agreement Information	4

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Amneal Pharmaceuticals, LLC

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
400 Crossing Blvd, 3rd Floor	Bridgewater	NJ	08807

PRINTED NAME OF PERSON SIGNING	TITLE
Andy Boyer	Executive Vice President, Chief Commercial Officer

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Andrew S Boyer Andrew S Boyer (May 29, 2026 19:01:54 EDT)	

SCO ID: 4140-2526104

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25-26104	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
Department of Health Care Access and Information			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2020 West El Camino Avenue	Sacramento	CA	95833
PRINTED NAME OF PERSON SIGNING	TITLE		
Jennifer Sanford	Deputy Director, Office of Administrative Services		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
	06/01/2026		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Health and Safety Code Section 127692(b)		

TABLE OF CONTENTS

EXHIBIT A
SCOPE OF WORK

1. Background to the CalRx® School Albuterol Access Initiative

The California Department of Health Care Access and Information ("HCAI") is committed to expanding equitable access to quality, affordable health care for all Californians—ensuring every community has the health workforce they need, safe and reliable health care facilities, and health information that can help make care more effective and affordable.

Under the authority of the California Affordable Drug Manufacturing Act of 2020[1], HCAI operates the CalRx® program, which empowers the California Health and Human Services Agency ("CalHHS") and its departments, including HCAI, to form relationships that enhance patient access to affordable drugs.[2] The CalRx® program is a key driver of California's commitment to addressing rising drug costs and promoting transparency in pharmaceutical pricing.

The California Budget Act of 2025 (as amended)[3] reappropriated $5 million to the CalRx® program to address emerging pharmaceutical needs. HCAI is utilizing these funds to enter into a partnership to develop and implement the CalRx® School Albuterol Access Initiative. The goal of this initiative is to create a centralized ordering system and provide an emergency stock supply of 90 mcg/actuation albuterol sulfate inhalation metered-dose inhalers (MDIs) and single-use disposable holding chambers/spacers to transitional kindergarten through grade 12 (TK–12) schools, school districts, county offices of education, and/or charter schools in California. The use of albuterol is crucial for managing asthma symptoms and respiratory emergencies. Asthma is one of the most common chronic conditions affecting youth under the age of 17 and access to albuterol MDIs, particularly with holding chambers/spacers, can prevent medical emergencies, reduce the need for hospitalization, and improve time spent in class.

In 2023, the California Education Code[4] was updated to authorize TK–12 schools to provide an emergency stock supply of albuterol MDIs and single-use disposable holding chambers/spacers. To advance implementation, in 2025, the California Department of Public Health (CDPH) issued a statewide Albuterol Standing Order[5] signed by the State Public Health Officer, authorizing TK–12 educational organizations to obtain no fewer than two 90 mcg/actuation albuterol MDIs and 25 disposable spacers per school site, per year. Stock albuterol is to be administered to persons who are suffering, or reasonably believed to be suffering, from respiratory distress by school nurses or trained personnel in compliance with the training standards set forth in 2025 by the California Department of Education (CDE).[6]

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[1] Cal. Health and Safety Code sections 127690 to 127697.
[2] Cal. Health and Safety Code section 127692.
[3] Assembly Bill No. 102, Chapter 5, Item 4140-001-001, Section 2.00.
[4] Cal. Education Code section 49414.7.
[5] Albuterol Standing Orders.
[6] Minimum Training Standards for the Administration of Stock Albuterol Inhalers.

2. Purpose of this Agreement

This Agreement is to govern a collaboration (“Collaboration”) between HCAI and Amneal Pharmaceuticals, LLC (“Contractor”) to create a centralized ordering system and provide an emergency stock supply of no fewer than two generic 90 mcg/actuation albuterol sulfate inhalation MDIs and 25 single-use disposable holding chambers/spacers to each of California’s 10,000 TK–12 schools annually over a three-year term at a low price, inclusive of shipping fees and sales tax, in the following ways:

a) For purchase by HCAI on behalf of TK–12 public schools, school districts, county offices of education, and/or charter schools in California using the CDPH Albuterol Standing Order; and

b) For direct purchase by any TK–12 educational organization in California, including private schools, using the CDPH Albuterol Standing Order for purposes other than resale.

Specifically, Contractor shall be responsible for the following:

a) In consultation with HCAI and CDPH, develop and manage a centralized ordering system and digital storefront for TK–12 educational organizations in California to place Product orders of generic 90 mcg/actuation albuterol sulfate inhalation MDIs and single-use disposable holding chambers/spacers to ship directly to school sites using the CDPH Albuterol Standing Order; and

b) Manufacture, obtain, and/or distribute no fewer than two generic albuterol 90 mcg/actuation MDIs and 25 single-use disposable holding chambers/spacers to each participating TK–12 school annually.

3. State Contracting Exemption

This Agreement is executed pursuant to California Health and Safety Code Section 127692(b), which exempts the Agreement from certain requirements for state contracts. California Health and Safety Code section 127692(b) states, in pertinent part:

> “[HCAI] may enter into exclusive or nonexclusive contracts on a bid or negotiated basis. Contracts entered into or amended pursuant to this section are exempt from Chapter 6 (commencing with Section 14825) of Part 5.5 of Division 3 of Title 2 of the Government Code and Part 2 (commencing with Section 10100) of Division 2 of the Public Contract Code and are exempt from the review or approval of any division of the Department of General Services.”

4. Period of Performance

a) The term of this Agreement shall commence on June 1, 2026, or the date the Agreement is fully executed, whichever is later (the “Effective Date”) and shall continue until the close of business on June 30, 2029.

b) Nothing in this Agreement prohibits the renewal or extension of this Agreement through an amendment that is executed pursuant to the terms of this Agreement.

5. Contract Representatives

The contract representatives (the "Representatives") during the term of this Agreement shall be:

State Agency: HCAI	**Contractor**: Amneal Pharmaceuticals, LLC
Name: Emily Estus	**Name**: J'Aime Conrod
Phone: [redacted]	**Phone**: [redacted]
Email: [redacted]	**Email:** [redacted]

The Representatives shall serve as the primary contact points between the Parties regarding the activities described in this Agreement. The Representatives shall facilitate the flow of information and otherwise promote communication and coordination between the Parties, providing a single point of communication within each Party's respective organization, including facilitating review of communications and addressing disputes in a timely manner. Each Party may replace its Representative by written notice to the other Party without amending this Agreement.

Direct all inquiries concerning the terms and conditions of this Agreement to:

State Agency: HCAI **Section**: Legal Office	**Contractor**: Amneal Pharmaceuticals, LLC
Attention: James Yi, Attorney IV	**Attention**: Andrew Boyer
Address: 2020 W El Camino Avenue, Suite 800 Sacramento, CA 95833	**Address**: 400 Crossing Boulevard, 3rd Floor Bridgewater, NJ 08807
Phone: [redacted]	**Phone**: [redacted]
Email: [redacted]	**Email**: [redacted]

6. Definitions

The following definitions apply to this entire Agreement, unless stated otherwise in a specific part. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

a) "Affiliate" means any entity managing, managed by, under common management with, controlling, controlled by, or under common control with the applicable Party.

b) "Albuterol Product" means a single metered-dose inhaler (MDI) manufactured by Contractor and approved by the U.S. Food and Drug Administration (FDA) with 8.5 g canisters containing 200 actuations, each actuation delivering 108 mcg of albuterol sulfate (equivalent to 90 mcg of albuterol).

c) “Back to School Pack” means one CalRx® branded shipping package containing two Albuterol Products and a Spacer Product.

d) “Baseline Shipping Cost” means a flat shipping fee totaling no more than $15.00 per Product order.

e) “CalRx® Price” means Product prices set by this Agreement.

f) “CalRx® Albuterol Product” means a version of the Albuterol Product reflecting the CalRx® branding on its packaging and labeling.

g) “Expiry Period” is the time period until the expiration date on the Product label. As of the time of this Agreement, the maximum Expiry Period for Albuterol Products is two years and the maximum Expiry Period for Spacer Products is five years.

h) “JSC” means a Joint Steering Committee composed of representatives from HCAI, Contractor, and other state agencies on HCAI’s behalf who have the appropriate and direct knowledge and requisite decision-making authority.

i) “Parties” means, collectively, Contractor and HCAI, each individually a “Party.”

j) “Product” means Albuterol Products, Spacer Products, and Back to School Packs.

k) “Purchaser” means TK–12 Educational Organizations directly purchasing Products from Contractor under this Agreement.

l) “Spacer Product” means a 25-pack of the LiteAire® MDI holding chamber.

m) “Storefront” means a customer-facing interface of an online store where TK–12 educational organizations can browse, search, and order Products.

n) “TK–12 Educational Organization” means a county office of education, a TK–12 school district, a TK–12 public school, a TK–12 private school, or a TK–12 charter school in California.

o) “Training Materials” means educational written, video, or digital content designed to instruct TK–12 Educational Organizations on the usage and navigation of the Storefront.

p) “Unbranded Product” means a version of Product that does not have CalRx® branding on the packaging or labeling.

q) “Validation of Purchaser” means the process by which Contractor verifies that an entity placing a Product order qualifies as an eligible Purchaser under this Agreement. This process shall be accomplished by:

   i. Verification that the entity placing a Product order is a TK-12 Educational Organization, including cross-referencing with the CDE school directory[7] or other documentation reasonably required by Contractor;

   ii. Verification of the entity’s eligibility to obtain Products using the CDPH Albuterol Standing Order, including review of a valid CDPH Albuterol Standing Order submitted through the Storefront; and

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[7] California School Directory.

iii. Confirmation that the designated shipping location corresponds to a valid TK–12 Educational Organization, including cross-referencing with the CDE school directory or other reasonably available sources.

7. Joint Steering Committee

As soon as reasonably practicable, the Parties shall establish a Joint Steering Committee ("JSC") to coordinate and oversee implementation of the Collaboration. The JSC shall be composed of representatives from each Party who have the appropriate and direct knowledge and requisite decision-making authority.

a) Each Party's representatives on the JSC shall inform and coordinate within their respective organization to enable each Party to fulfill its obligations as agreed upon between the Parties under this Agreement, including within the timeframes set forth thereunder. In addition to its own staff, HCAI has the right to use staff from other state agencies and third-party consultants to serve on the JSC on HCAI's behalf with assurances that any such representatives meet HCAI's conflict of interest and confidentiality requirements, which may include executing a non-disclosure agreement. Each Party shall appoint one of its JSC representatives to act as a co-chairperson of the JSC. All information shared with the JSC shall be subject to the information-sharing requirements below.

b) The JSC shall discuss and review the following issues:

   i. Designing, setting up, and testing the user experience of the Storefront;

   ii. Monitoring TK–12 Educational Organization participation and the Product ordering and distribution process;

   iii. Administering HCAI's funding in accordance with the terms of this Agreement;

   iv. Overseeing the communications strategy concerning the Collaboration to TK–12 Educational Organizations and the public (such as through the Parties' websites and news releases); and

   v. Performing such other functions as expressly set forth in this Agreement or assigned to it by the Parties.

c) The JSC shall convene virtual monthly meetings throughout the first year following the Effective Date of this Agreement. Thereafter, the JSC shall mutually agree upon the frequency of meetings required. Each Party may call additional meetings with reasonable advance notice to the other parties. Each Party shall be responsible for all of its own expenses associated with participating in meetings. No action taken at any meeting shall be effective unless at least one representative from each Party participates in such meeting.

d) The JSC established hereunder shall only have the powers expressly assigned in this Section 7, assigned to it by the Parties in accordance with subsection (b)(v) of this Section 7, or otherwise expressly provided in this Agreement, and shall not have the authority to: (a) modify or amend the terms of this Agreement; or (b) waive either Party's compliance with or rights under the terms of this Agreement. If after reasonable discussion and good faith consideration of each Party's view on a particular matter before the JSC, the JSC cannot reach a decision as to such matter within 30 days after such matter was brought to the JSC for resolution, such matter shall be referred to the HCAI Chief Deputy Director and the EVP, CCO, Generics of Contractor for resolution.

8. <u>Storefront</u>

In consultation with HCAI, Contractor shall develop and manage a Storefront (as defined in Section 6 above) to facilitate the selling of Products to TK–12 Educational Organizations and shipping directly to Purchasers.

a) Contractor shall sell CalRx® Branded and Unbranded Products through the Storefront. In the event Contractor cannot fulfill an Albuterol Product order from the Storefront with CalRx® Albuterol Products, Contractor shall fulfill such orders with Unbranded Products. Contractor shall notify Purchasers about this possibility in the Storefront.

b) Contractor may subcontract with an e-commerce service provider to set up the Storefront and shall be responsible for obtaining all legally required licenses or permits to operate the Storefront. The initial setup of the Storefront includes the one-time activity of custom programming by Contractor for receiving and validating the CDPH Albuterol Standing Order, as authorized for each TK–12 Educational Organization. Details about one-time costs and payments that HCAI shall pay Contractor for developing the Storefront are stated in **Exhibit B.**

c) Contractor shall notify HCAI 60 days in advance if a change of subcontractor is required for the Storefront's e-commerce service provider, and Contractor shall be responsible for any additional fees as a result of the change.

d) Contractor shall provide a link to the Storefront to HCAI, and HCAI or other State of California agencies may place the link on any State website.

e) Within 30 days of the Effective Date of this Agreement, Contractor shall provide HCAI with a draft design of the Storefront and Contractor shall obtain HCAI's approval of the final design. The CalRx® logo and/or word marks may be used for the CalRx® Storefront design if HCAI specifically approves such use and Contractor shall comply with **Exhibit H** regarding the use of HCAI's trademarks. All setup and user experience testing for the Storefront is the responsibility of Contractor, in consultation with HCAI. Contractor may use a non-customized Storefront and offer Products approved by HCAI.

f) Within 45 days of the Effective Date of this Agreement, Contractor shall provide HCAI with an initial draft of Training Materials to assist with onboarding of TK–12 Educational Organizations and navigation of the Storefront, and Contractor shall obtain HCAI's approval of the final draft. Contractor shall also provide demonstrations of the Storefront and presentations of the Training Materials and Product ordering process to TK–12 Educational Organizations as determined by the JSC. Contractor shall update the Training Materials as necessary to reflect changes to the Storefront or Product ordering process, subject to HCAI's approval.

g) Contractor shall send Product order confirmations and shipment tracking information to Purchasers through the Storefront at time of processing.

h) Contractor shall provide a point of contact to Purchasers to resolve shipping or delivery issues. Contractor's point of contact shall respond to inquiries by Purchasers within two business days.

i) Purchasers may not cancel any Product order after the order confirmation is received by Purchaser. Contractor shall process orders throughout the day, as received, during normal business hours to provide efficient service.

j) Contractor shall send reminders to Purchasers through the Storefront to reorder Albuterol Products around 60 days before the expiration date of ordered Albuterol Products.

k) Contractor shall provide information to Purchasers through the Storefront on options to dispose of expired Products.

l) Contractor shall provide information on the Storefront to Purchasers regarding the extent HCAI will pay for Products for Purchasers as stated in this Agreement below.

9. Product Sources

   a) Contractor shall manufacture the Albuterol Products it sells on the Storefront.

   b) Contractor shall subcontract with a supplier to obtain Spacer Products to sell on the Storefront.

      i. Contractor shall obtain HCAI's approval before subcontracting with any supplier for the Spacer Products.

      ii. Contractor shall notify HCAI at least 60 days in advance if a change of subcontractor is required for the Spacer Product subcontractor, and Contractor shall be responsible for any additional costs as a result of the change.

      iii. Contractor shall be responsible for managing all Spacer Product inventory replenishment and ensuring there is sufficient inventory to meet the estimated demand for Spacer Product.

10. CalRx® Price

   a) Contractor agrees to sell Products to Purchasers through the Storefront at the following CalRx® Prices:

      i. Back to School Pack: **$120.50** (includes shipping and handling)

      ii. Albuterol Product: **$9.50**

      iii. Spacer Product: **$93.75**

   b) Unless specified, the above CalRx® Prices do not include shipping and handling fees and sales tax. Contractor agrees to apply the Baseline Shipping Cost per Product order, unless otherwise determined in accordance with Section 14(g). Contractor shall not bill any additional costs to HCAI or Purchasers for shipping and handling.

   c) Contractor shall calculate applicable sales tax for purchases through the Storefront and shall apply any required sales tax to the Product order total. Contractor shall not bill any additional costs to HCAI or Purchasers for sales tax.

   d) There shall be no price difference between CalRx® Branded Products and Unbranded Albuterol Products sold under this Agreement.

   e) Products purchased under this Agreement at these CalRx® prices shall be without rebates.

f) HCAI shall have no obligation or responsibility regarding any amount owed to Contractor by TK–12 Educational Organizations purchasing Products through the Storefront. Contractor reserves the right to refuse Product order fulfillment for any TK-12 Educational Organization with outstanding account balances due that exceed Contractor's payment terms outlined in **Exhibit G**. Any changes to **Exhibit G** shall require an amendment of this Agreement.

11. <u>HCAI Purchases on Behalf of Purchasers</u>

a) Contingent upon available funding (per **Exhibit B**), each year of this Agreement, HCAI shall pay for the first purchase by or for a public TK–12 school, including public charter schools. This does not include private schools pursuant to Education Code section 49414.7(c).

i. The first purchase may consist of a Back to School Pack, or less—that is, one or two Albuterol Products with or without a Spacer Product, or just one Spacer Product.

b) If HCAI has available funding left in a year (per **Exhibit B**) after HCAI pays for the first purchase by or for a public TK–12 school, HCAI shall also pay for additional Products for public TK–12 schools that HCAI identifies as eligible to receive a second purchase at HCAI's expense until available funding is expended for the year.

i. The second purchase by or for an eligible public TK–12 school identified by HCAI may consist of a Back to School Pack, or less—that is, one or two Albuterol Products with or without a Spacer Product, or just one Spacer Product).

ii. Contractor shall obtain HCAI's approval for the second purchase before processing Product orders.

c) **Exhibit B** shall apply regarding invoicing to HCAI and payment from HCAI regarding this section.

12. <u>Product Inventory and Forecasts</u>

In consultation with the JSC, HCAI shall provide an annual forecast of expected demand for Products under this Agreement. HCAI shall provide this forecast to Contractor within 30 days of the Effective Date of this Agreement and semi-annually following the submission of the first forecast.

13. <u>CalRx® Branding</u>

a) For CalRx® Albuterol Product sold from the Storefront, Contractor shall be responsible for obtaining all governmental or regulatory approvals for such Products.

b) Contractor shall develop the packaging and labeling for the CalRx® Albuterol Product consistent with the FDA's statutory and regulatory requirements and is authorized to utilize the CalRx® logo and/or word marks on the packaging and labeling of the CalRx® Albuterol Product. HCAI shall provide the marks to Contractor and Contractor shall provide a prototype of the packaging and labeling for HCAI's review. Contractor shall obtain HCAI's written approval of the final design of the CalRx® packaging and labeling before production.

c) Contractor shall provide CalRx® Albuterol Products within 180 days of receiving the final design approval from HCAI. In the event Contractor receives Product orders through the Storefront prior to the availability of CalRx® Albuterol Products, Contractor shall supply Unbranded Products.

d) HCAI may request changes to the CalRx® Albuterol Product packaging and labeling, and Contractor shall have 30 days to produce a prototype for HCAI's review based on such requested changes.

   i. Contractor shall provide CalRx® Albuterol Products with the new labeling within 180 days of receiving HCAI's written approval of the final design. In the event Contractor receives Product orders under this Agreement prior to the availability of the newly designed CalRx® Albuterol Product, Contractor shall supply Unbranded Products or previous versions of CalRx® Albuterol Products it has available consistent with this Agreement.

e) Unless approved in writing by HCAI, Contractor shall not utilize the CalRx® logo and/or word marks beyond what is explicitly allowed by this Agreement.

f) In addition to the above, Contractor shall also comply with **Exhibit H** regarding the use of HCAI's trademarks.

14. Shipping and Storage of Products

a) Contractor shall ship Products sold through the Storefront to the location(s) Purchaser identifies in their Product order. Purchasers may identify multiple locations for shipping pursuant to a designated contact person at each shipping location.

   i. Contractor shall utilize the CDPH Albuterol Standing Order along with the CDE school directory to validate Purchaser's eligibility to order Products and the eligibility of schools receiving Product. Contractor shall also verify shipping locations using the CDE school directory as feasible. HCAI shall provide assistance to help resolve any Purchaser eligibility questions if Contractor is unable to validate Purchaser's eligibility based on the current CDE school directory.

b) Contractor shall have the capability to directly ship Products to a minimum of 1,000 unique locations in the State of California per week.

c) Contractor shall ship Products within two business days of receiving a validated Product order from the Storefront and may subcontract with a third-party distributor to deliver Products to the shipping location within five business days. Contractor is responsible for any costs associated with faulty shipping. In the event Contractor is unable to validate Purchaser's eligibility or shipping information using the CDE school directory, Contractor may request assistance from HCAI within two business days, and HCAI may coordinate with other state agencies to support such validation; provided, however, that Contractor shall not be in breach of this Agreement for any delays, errors, or inaccuracies resulting from its reasonable reliance on incomplete, outdated, or unavailable information from HCAI or its sources.

d) All prices are Free on Board (FOB) destination, with freight prepaid by Contractor, to the shipping location(s). Responsibility and liability for loss or damage for all Product orders shall remain with Contractor until inspection and acceptance, when all responsibility shall pass to Purchaser except the responsibility for latent defects, fraud, and warranty obligations.

e) Contractor shall notify HCAI at least 60 days in advance if a change of subcontractor is required for the third-party distributor, and Contractor shall be responsible for any additional costs as a result of the change.

f) Contractor shall manage all Product inventory replenishment and bear all costs associated with shipping Products to its third-party distributor (subcontractor) for distribution to the shipping location(s).

g) The Baseline Shipping Cost set forth in Section 10(b) is a flat shipping fee of **$15.00** per Product order and was reasonably established as of the Effective Date of this Agreement. If Contractor determines, in its reasonable discretion, that the Baseline Shipping Cost has become commercially unsustainable due to increased shipping costs outside of its control, the parties shall negotiate in good faith an equitable adjustment to the shipping fee. Contractor shall provide HCAI with reasonable information supporting its determination. Any changes to the Baseline Shipping Cost agreed to by the parties shall be reflected in a written amendment to this Agreement.

15. <u>California Shipping Locations Only</u>

Contractor shall sell Products through the Storefront only to Purchasers that identify shipping locations within the State of California. Contractor shall not ship Products to locations outside of the State of California unless authorized by HCAI in writing. As specified in Section 14(a)(i), Contractor shall utilize the CDE school directory to validate shipping locations as feasible.

16. <u>Minimum Orders</u>

The minimum order on the Storefront shall be one Product.

17. <u>Product Returns to Contractor</u>

a) Contractor shall ensure that Purchasers may return ordered Products to Contractor if any of the following conditions apply:

   i. Products do not meet the requirements of this Agreement including, but not limited to, Products not having the required Expiry Period upon shipping;

   ii. Products shipped directly to Purchasers are damaged in transit, subject to FOB terms, or damaged by Contractor or its subcontractors prior to shipping; or

   iii. Products are discontinued, withdrawn, or recalled.

b) Purchasers shall return Products as instructed in Contractor's Return Goods Policy attached hereto as **Exhibit F**. Exhibit F only applies to the procedure to return goods to Contractor and does not add to or modify any of the terms in this section.

c) In the event of a Product recall, Purchasers shall be required to follow Contractor's recall return guidelines stated in any instructional recall notification.

d) For Product returns identified in (a) above, Contractor shall ship replacement Products to the Purchaser consistent with the shipping terms of this Agreement.

18. Reporting to HCAI

a) Contractor shall meet with HCAI through the JSC to provide an update on the Collaboration, share feedback from Purchasers, and discuss implementation challenges and successes.

b) Contractor shall coordinate with HCAI through the JSC to develop digital surveys and feedback forms for distribution to TK–12 Educational Organizations to assess awareness and satisfaction and solicit feedback and suggestions related to the Collaboration.

c) Contractor shall report monthly to HCAI the quantity of Products shipped under this Agreement during the previous month in a format agreed to by the Parties. This report shall be due to HCAI's contract representative no later than six calendar days after the end of the prior month with certain limitations based on the data reports, capabilities, functionality, and metrics that are available within the Storefront. Contractor shall share the reporting capabilities of the Storefront with HCAI, and the Parties shall mutually agree upon a reporting format and dataset, subject to the limitations of the Storefront. Changes to the format and dataset shall not require an amendment to this Agreement.

19. Notice to Contractor Regarding Other Offers

During the term of this Agreement, if HCAI receives an offer from another seller of Products at a price more favorable than this Agreement which would result in HCAI exercising its rights to terminate this Agreement under **Exhibit C**, Section 20, "Termination for Convenience," HCAI agrees to contact and negotiate in good faith with Contractor prior to termination of this Agreement.

20. Confidentiality

a) The Parties agree that certain terms and conditions of this Agreement are nonpublic information and, for the benefit of this Agreement, the State of California, and Contractor, cannot be made publicly available. These nonpublic terms and conditions are stated in **Exhibit I** of this Agreement. For purposes of this Section, this nonpublic information shall be called "Nonpublic Agreement Information."

b) If HCAI receives requests for documents with Nonpublic Agreement Information (including, but not limited to, the information set forth in **Exhibit I**) under the California Public Records Act (CPRA), to the extent allowable by applicable law and only to the extent necessary to comply therewith, HCAI agrees to withhold this information pursuant to one or more disclosure exemptions including, but not limited to, the exemption identified in Health and Safety Code section 127696 and the exemptions identified in the CPRA, as applicable.

c) The Parties shall keep Nonpublic Agreement Information confidential, maintain it in a safe and secure place, and use a reasonable degree of care to safeguard it. The Parties may only disclose Nonpublic Agreement Information to those employees, Affiliates, contractors, and consultants who have a need to know and are required to keep the information confidential.

d) The Parties shall be entitled to disclose Nonpublic Agreement Information as required by applicable law, regulation, or court order only to the extent necessary to comply therewith; provided, however, that the disclosing Party shall, to the extent permissible, provide the other Party notice and an opportunity to seek to prevent disclosure of, or to obtain a protective order for, Nonpublic Agreement Information.

i. The Parties shall, to the extent legally permissible, make any required disclosures in consultation with the other Party and the Parties shall cooperate with each other in connection with efforts to obtain any protective order or other remedy.

ii. Any required disclosure shall not relieve the Parties of their obligations under this Section, and the disclosing Party shall only disclose that portion of Nonpublic Agreement Information that the Parties determine it is legally obligated to disclose.

21. Personal Information

Contractor shall collect, save, and use personal information only as needed to perform this Agreement. This includes for shipping, billing, refill reminders for expiring Albuterol Products and, if necessary, Product recall notices. Contractor shall not use or sell personal information collected in performing this Agreement for marketing or other commercial purposes.

EXHIBIT B
BUDGET DETAIL & HCAI PAYMENT PROVISIONS

1. Total Amount of Agreement
   a) The total amount of this Agreement shall not exceed **$4,866,781.50.**

2. Budget Per Year
   a) The total amount noted above shall be divided as follows for the following time periods:
      i. From the Effective Date of this Agreement through June 30, 2027 (Year 1): **$1,642,260.50**
      ii. From July 1, 2027 through June 30, 2028 (Year 2): **$1,612,260.50**
      iii. From July 1, 2028 through June 30, 2029 (Year 3): **$1,612,260.50**
   b) Regardless of the divisions stated in (a) above, unexpended amounts from Years 1 and 2 may be used in Years 2 and 3 without the need to amend this Agreement.

3. Contractor Invoices and Payments by HCAI
   a) Storefront: For services satisfactorily rendered, and upon receipt and approval of Contractor's invoices, HCAI agrees to compensate Contractor for initial Storefront development and implementation costs associated with and pertaining to the items in **Exhibit A**, Section 8 ("Storefront") within 12 months from the Effective Date of this Agreement. The total initial Storefront development and implementation costs invoiced shall not exceed **$30,000.00.**
   b) Product Orders: Upon receipt and approval of Contractor's invoices for HCAI purchases pursuant to **Exhibit A**, Section 11, HCAI agrees to compensate Contractor for delivered Products to public TK–12 schools in accordance with the prices stated in **Exhibit A**.
   c) Invoices shall be electronically submitted monthly in arrears to the following email addresses: [redacted] and [redacted].
   d) ALL invoices submitted by Contractor must identify this Agreement Number.
   e) ANY invoices submitted without the above required information MAY be returned to Contractor for further reprocessing.
   f) All payments by HCAI shall be paid by written warrant mailed to Contractor.

2. Payment Timelines

   Payments made pursuant to this Agreement shall be made in accordance with the State of California's Prompt Payment Act (Government Code sections 927 et seq.). The Act requires the State to pay properly submitted invoices not more than 45 days after receipt of an undisputed invoice.

EXHIBIT C
GENERAL CONTRACT TERMS AND CONDITIONS

1. Applicability of this General Contract Terms and Conditions

   If there is an inconsistency or contradiction between this Exhibit C and the other exhibits of this Agreement, the terms and conditions in all other exhibits shall take precedence over the general contract terms and conditions in this Exhibit C.

2. Approval

   This Agreement is of no force or effect until signed by the Parties. Contractor may not commence performance until the Agreement is fully executed by the Parties.

3. Entire Agreement

   This Agreement contains the entire understanding of the Parties with respect to the subject matter of this Agreement. All express or implied agreements and understandings, either oral or written, with regard to the subject matter of this Agreement, are superseded by the terms of this Agreement. Neither Party is relying on any representation, promise, or warranty not expressly set forth in this Agreement.

4. Severability

   If any one or more of the provisions contained in this Agreement is held invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless the absence of the invalidated provision(s) adversely affects the substantive rights of the Parties. The Parties will in such an instance use their best efforts to replace the invalid, illegal or unenforceable provision(s) with valid, legal, and enforceable provision(s) which, insofar as practical, implement the purposes of this Agreement.

5. Independent Contractor

   Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of HCAI or the State of California.

6. Governing Law

   This Agreement shall be governed by and shall be interpreted in accordance with the laws of the State of California. The venue of any action brought with regard to this Agreement shall be the Superior Court of California, County of Sacramento. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

7. Compliance with Statutes and Regulations

Contractor warrants and certifies that in the performance of this Agreement, it will comply with all applicable statutes, rules, regulations and orders of the United States and the State of California and agrees to indemnify the State against any loss, cost, damage, or liability by reason of Contractor's violation of this provision.

8. Contractor's Power and Authority

Contractor warrants that it has full power and authority to grant the rights herein granted and will hold HCAI and the State of California harmless from and against any loss, cost, liability, and expense (including reasonable attorney fees) ("Losses") arising out of any breach of this warranty, except to the extent such Losses were caused due to the gross negligence or willful misconduct of HCAI and the State of California or the gross negligence or willful misconduct of its or their employees, officers, agents or contractors. Further, Contractor avers that it will not knowingly enter into any arrangement with any third party which might abridge any rights of HCAI or the State of California under this Agreement.

9. Assignment

This Agreement is not assignable by Contractor, either in whole or in part, without the prior written consent of HCAI which shall not be unreasonably withheld, conditioned, or delayed. For the purpose of this paragraph, HCAI will not unreasonably prohibit Contractor from freely assigning its right to payment, provided that Contractor remains responsible for its obligations hereunder.

10. Waiver of Rights

Any action or inaction by either Party or the failure of a Party on any occasion, to enforce any right or provision of this Agreement, shall not be construed to be a waiver by such Party of its rights hereunder and shall not prevent such Party from enforcing such provision or right on any future occasion. The rights and remedies of each Party herein are cumulative and are in addition to any other rights or remedies that each Party may have at law or in equity.

11. Packing and Shipment

a) All goods are to be packed in suitable containers for protection in shipment and storage, and in accordance with applicable specifications. Each container of a multiple container shipment shall be identified to:

   i. show the number of the container and the total number of containers in the shipment; and

   ii. the number of the container in which the packing sheet has been enclosed.

b) Unless otherwise stated in Exhibit A, all shipments by Contractor or its subcontractors must include packing sheets identifying: this Agreement Number; item number; quantity and unit of measure; part number and description of the goods shipped; and appropriate evidence of inspection, if required.

c) Shipments must be made as specified in this Agreement, as it may be amended, or otherwise directed in writing by the State.

12. Transportation Costs and Other Fees or Expenses

No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or for any other purpose will be paid by the State unless expressly included and itemized in this Agreement.

a) Contractor shall follow this Agreement’s requirements regarding Free on Board (FOB), freight terms and routing instructions. The State may permit use of an alternate carrier at no additional cost to the State with advance written authorization of the buyer.

b) If "prepay and add" is selected, supporting freight bills are required when over $50, unless an exact freight charge is approved by the State and a waiver is granted.

c) On "FOB Shipping Point" transactions, should any shipments under this Agreement be received by Product recipients in a damaged condition and any related freight loss and damage claims filed against the carrier or carriers be wholly or partially declined by the carrier or carriers with the inference that damage was the result of the act of the shipper such as inadequate packaging or loading or some inherent defect in the equipment and/or material, Contractor, upon request of the State, shall at Contractor's own expense assist the State in establishing carrier liability by supplying evidence that the equipment and/or material was properly constructed, manufactured, packaged, and secured to withstand normal transportation conditions.

13. Delivery

Contractor shall adhere to the delivery and completion schedules specified in this Agreement. Time, if stated as a number of days, shall mean business days unless otherwise specified. If Contractor delivers in excess of the quantities specified, the State shall not be required to make any payment for the excess goods and may return them to Contractor at Contractor's expense or utilize any other rights available to the State at law or in equity.

14. Substitutions

Substitution of goods may not be tendered without advance written consent of the State. Contractor shall not use any specification in lieu of those contained in this Agreement without written consent of the State.

15. Inspection, Acceptance and Rejection

a) Contractor and its subcontractors, if any, will provide and maintain a quality assurance system acceptable to HCAI covering goods and services under this Agreement and will tender to the State or recipients of the goods only those goods that have been inspected and found to conform to this Agreement’s requirements. Contractor will keep records evidencing inspections and their result and will make these records available to HCAI during the performance of this Agreement and for three years after final payment. Contractor shall permit HCAI to review procedures, practices, processes, and related documents to determine the acceptability of Contractor's quality assurance system or other business practices related to performance of this Agreement.

b) All goods may be subject to inspection and testing by HCAI or its authorized representatives.

c) During any on-site inspection, Contractor and its subcontractors, if any, shall provide all reasonable facilities for the safety and convenience of inspectors at no additional cost to HCAI. Contractor shall furnish to inspectors all information and data as may be reasonably required to perform their inspection.

d) All goods to be delivered hereunder may be subject to final inspection, testing, and acceptance by HCAI at the destination, notwithstanding any payment or inspection at the source.

e) HCAI shall give written notice of rejection of goods delivered or services performed hereunder within a reasonable time after receipt of such goods or performance of such services. Such notice of rejection will state the reasons in which the goods do not substantially conform to HCAI's specifications. If HCAI does not provide such notice of rejection within 30 days of delivery, unless otherwise specified in the Scope of Work, such goods and services will be deemed to have been accepted. Acceptance by HCAI will be final and irreversible, except as it relates to latent defects, fraud, and gross mistakes amounting to fraud. Acceptance shall not be construed to waive any warranty rights that HCAI might have at law or by express reservation in this Agreement with respect to any nonconformity.

16. <u>Samples</u>

a) Samples of items may be required by HCAI for inspection and specification testing and must be furnished free of expense to HCAI. The samples furnished must be identical in all respects to the Products specified in this Agreement.

b) Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Contractor's expense.

17. <u>Warranty</u>

Unless otherwise specified, the warranties contained in this Agreement begin after acceptance of Products has occurred.

a) Contractor warrants that goods and services furnished hereunder will conform to the requirements of this Agreement (including all descriptions, specifications and drawings made a part hereof), and such goods will be merchantable, fit for their intended purposes, free from all defects in materials and workmanship and to the extent not manufactured pursuant to detailed designs furnished by HCAI, free from defects in design. HCAI's approval of designs or specifications furnished by Contractor shall not relieve Contractor of its obligations under this warranty.

b) All warranties, including special warranties specified elsewhere herein, shall inure to HCAI, the State of California, their successors, assigns, customer agencies and users of the goods or services.

c) All documentation provided by Contractor to HCAI in connection with entry into this Agreement is true, accurate and complete in all material respects, and there has been no material adverse change in such documentation.

18. Safety and Accident Prevention

In performing work under this Agreement on State of California premises, Contractor shall conform to any specific safety requirements contained in this Agreement or as required by law or regulation. Contractor shall take any additional precautions as the State may reasonably require for safety and accident prevention purposes. Any violation of such rules and requirements, unless promptly corrected, shall be grounds for termination of this Agreement in accordance with the default provisions in this Agreement.

19. Termination for Non-Appropriation of Funds

a) If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of this Agreement is contingent on the appropriation of funds for such purpose by the Legislature. If funds to effect such continued payment are not appropriated or reappropriated, Contractor agrees to relieve the State of any further obligation under this Agreement. Contractor may sell any CalRx® Albuterol Product in its inventory to eligible Purchasers in California.

b) If this Agreement is terminated pursuant to this section, Contractor shall halt the manufacture and/or procurement of new Products to meet the requirements of this Agreement but may continue selling any Products in its inventory without violating the terms of this Agreement.

c) HCAI shall notify Contractor within five business days of HCAI becoming aware that funds will not be appropriated or will be reappropriated which would affect HCAI's ability to order or pay for Products.

20. Termination for Convenience

a) Upon the provision of at least 60 days' advance written notice to Contractor, HCAI may terminate performance of work under this Agreement for its convenience in whole or, from time to time, in part, if HCAI determines that a termination is in the interest of the State of California. HCAI shall terminate by delivering to Contractor a Notice of Termination specifying the extent of termination and the effective date thereof. The Parties agree that, as to the terminated portion of this Agreement, the Agreement shall be deemed to remain in effect until such time as the termination settlement, if any, is concluded and the Agreement shall not be void.

b) After receipt of a Notice of Termination, and except as directed by HCAI, Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any amounts due under this clause. Contractor shall:

   i) Stop work as specified in the Notice of Termination.

   ii) Place no further subcontracts for materials, services, or facilities, except as necessary to complete the continued portion of the Agreement.

   iii) Terminate all subcontracts to the extent they relate to the work terminated.

   iv) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; the approval or ratification of which will be final for purposes of this clause.

c) If Contractor cannot sell its remaining inventory of CalRx® Albuterol Products (produced according to this Agreement) by the termination date, Contractor may sell and/or donate any remaining CalRx® Albuterol Products in its inventory to eligible Purchasers or other entities in California.

d) Contractor may terminate performance of work under this Agreement for its convenience with 180 days' advance written notice to the State.

21. Termination for Default

a) Upon reasonable advance written notice to Contractor, HCAI may, subject to the Force Majeure paragraph contained herein, by written notice of default to Contractor, terminate this Agreement in whole or in part if Contractor materially breaches this Agreement, including, but not limited to the following:

   i. Continually failing to deliver Products as required by this Agreement, or to perform the services required by this Agreement within the time specified in this Agreement or any amendment thereto; or

   ii. Materially fails to perform any provision of this Agreement.

b) HCAI's right to terminate this Agreement under subparagraphs (a) above, may be exercised if Contractor does not cure such failure within a reasonable time frame as stated in the cure notice issued by HCAI.

c) If this Agreement is terminated for default, HCAI may require Contractor to transfer title and deliver to the State, as directed by the buyer, any completed goods.

d) HCAI shall pay this Agreement's price for completed goods delivered and accepted. HCAI may withhold from these amounts any sum the buyer determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

e) If, after termination, it is determined that Contractor was not in default, or that the default was excusable, the rights and obligations of the Parties shall be the same as if the termination had been issued for the convenience of HCAI.

f) The rights and remedies of each Party in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

22. Force Majeure

a) Except for defaults of subcontractors at any tier, Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises from causes beyond the control and without the fault or negligence of Contractor. Examples of such causes include, but are not limited to:

   i. Acts of God or of the public enemy, and

   ii. Acts of the federal or state government in either its sovereign or contractual capacity.

b) If the failure to perform is caused by the default of a subcontractor at any tier, and if the cause of the default is beyond the control of both Contractor and subcontractor, and without the fault or negligence of either, Contractor shall not be liable for any excess costs for failure to perform.

23. Rights and Remedies of State for Default

a) In the event of the termination of this Agreement, either in whole or in part, by reason of material default or breach by Contractor, any loss or damage sustained by HCAI in procuring any items which Contractor agreed to supply shall be borne and paid for by Contractor up to 60 days from the termination date of this Agreement.

b) HCAI reserves the right to offset the reasonable cost of all damages caused to HCAI or the State of California against any outstanding invoices or amounts owed to Contractor or to make a claim against Contractor, theretofore.

24. Contractor's Liability for Injury to Persons or Damage to Property

a) Contractor shall be liable for damages arising out of injury to the person and/or damage to the property of HCAI or the State of California, HCAI/State employees, persons designated by HCAI for training, or any other person(s) other than agents or employees of Contractor, designated by HCAI for any purpose, prior to, during, or subsequent to delivery, installation, acceptance, and use of the goods either at Contractor's site or at HCAI's/the State of California's place of business, provided that the injury or damage was caused by the fault or negligence of Contractor.

b) Contractor shall not be liable for damages arising out of or caused by an alteration or an attachment not made or installed by Contractor, or for damage to alterations or attachments that may result from the normal operation and maintenance of the goods provided by Contractor during this Agreement.

25. Indemnification

a) Contractor agrees to indemnify, defend, and save harmless HCAI, the State of California, its officers, agents and employees from any loss, cost, liability, or expense (including reasonable attorney fees) ("Losses"):

   i. accruing or resulting to any and all of its contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement;

   ii. accruing or resulting to any person, firm or corporation which may be injured or damaged by Contractor in the performance of this Agreement;

   iii. accruing or resulting to any person, firm or corporation from the use, re-sale, or distribution of Contractor's Products, including, but not limited to, Product liability claims from consumers;

   iv. by reason of Contractor's violation of provision 7, "Compliance with Statutes and Regulations," above;

   v. arising out of any breach of Contractor's warranty under provision 8, "Contractor's Power and Authority," above; and

vi. liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this Agreement.

A. Contractor shall have no liability to the HCAI or the State of California under this subpart (vi) with respect to any claim of patent, copyright or trade secret infringement which is based upon the combination or utilization of Products furnished hereunder with equipment or devices not made or furnished by Contractor; or the modification by HCAI or the State of California of the Products furnished under this Agreement.

vii. In each instance of (i) through (vi), Contractor shall be relieved of its obligations to the extent such Losses were caused due to the gross negligence or the willful misconduct of HCAI and the State of California or the gross negligence or willful misconduct of its or their employees, officers, agents, or contractors.

b) Contractor, at its own expense, shall defend any action brought against HCAI or to the State of California to the extent that such action is based upon losses, damages, costs, expenses, claims, or liability covered by (a) above. Contractor shall pay those costs and damages finally awarded against HCAI or the State of California in any such action. Such defense and payment shall be conditioned on the following:

i. That Contractor shall be notified within a reasonable time in writing by HCAI/State of any notice of such claim; and,

ii. Contractor will have sole control of the defense of any action on such claims and all negotiations for its settlement or compromise; provided that (A) when principles of government or public law are involved, when litigation might create precedent affecting future HCAI or State of California operations or liability, or when involvement of HCAI/State is otherwise mandated by law, HCAI/State of California may participate in such action at its own expense with respect to attorneys' fees and costs (but not liability); (B) HCAI/State will have the right to approve or disapprove any settlement or compromise, which approval will not unreasonably be withheld or delayed; and (C) HCAI/State will reasonably cooperate in the defense and in any related settlement negotiations.

26. <u>Products Subject to Intellectual Property, Patent, Copyright, Trade Secret or Similar Claims</u>

a) Should Contractor’s Products furnished under this Agreement, or the operation thereof, become, or in Contractor's opinion are likely to become, the subject of a claim of infringement of a United States patent or copyright or a trade secret, HCAI shall permit Contractor at its option and expense either to procure for HCAI/State the right to continue using the Products, or to replace or modify the same so that they become non-infringing.

b) If none of the options in (a) can reasonably be taken, or if the use of such Products by HCAI/State shall be prevented by injunction, Contractor agrees to take back such Products and make every reasonable effort to assist HCAI/State in procuring substitute Products.

c) If, in the sole opinion of HCAI, the return of such infringing Products makes the retention of other Products acquired from Contractor under this Agreement impractical, HCAI shall then have the option of terminating this Agreement, or applicable portions thereof, without penalty or termination charge. Contractor agrees to take back such Products and refund any sums HCAI has paid Contractor less any reasonable amount for use or damage.

27. Limitation of Liability

SUBJECT TO AND WITHOUT LIMITING THE INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT AND THE BREACH OF A PARTY'S CONFIDENTIALITY OBLIGATIONS UNDER EXHIBIT D, NO PARTY WILL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT OR ANY WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, MULTIPLIED OR CONSEQUENTIAL DAMAGES OR FOR LOST PROFITS (EVEN IF DEEMED DIRECT DAMAGES) ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

28. Taxes

Unless otherwise required by law, the State of California, including HCAI, is exempt from federal excise taxes. The State will pay for any applicable State of California or local sales or use taxes on the services rendered or goods supplied to the State pursuant to this Agreement.

29. Newly Manufactured Goods

All goods furnished under this Agreement shall be newly manufactured goods; used or reconditioned goods are prohibited, unless otherwise specified.

30. Amendment

Unless specifically stated otherwise in this Agreement, no amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the Parties, and approved as required. No oral understanding or agreement not incorporated in this Agreement is binding on any of the Parties.

31. Publicity

Neither Party shall issue any press release concerning this Agreement or the subject matter hereof, nor will either Party use the other Party's name, trademarks, or logos in any advertising, press release, websites, or promotional materials, except with the prior written consent of the other Party.

32. Dispute Process

a) The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, Contractor shall submit to the HCAI Chief Deputy Director or designee a written demand for a final decision regarding the disposition of any dispute between the Parties arising under, related to or involving this Agreement. Contractor's written demand shall be fully supported by factual information, and if such demand involves a cost adjustment to this Agreement, Contractor shall include with the demand a written statement signed by an authorized person indicating that the demand is made in good faith, that the supporting data are accurate and complete and that the amount requested accurately reflects the adjustment for which Contractor believes the State is liable.

b) Within 10 business days of receipt of Contractor’s written demand, the HCAI Chief Deputy Director shall meet with Contractor’s and HCAI’s Contract Representatives for purposes of resolving the dispute. The decision of the HCAI Chief Deputy Director shall be final.

c) Pending the final resolution of any dispute arising under, related to or involving this Agreement, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of Products or providing of services in accordance with HCAI’s instructions. Contractor's failure to diligently proceed in accordance with HCAI’s instructions shall be considered a material breach of this Agreement.

d) Any final decision of HCAI shall be expressly identified as such, shall be in writing, and shall be signed by the HCAI Chief Deputy Director or designee. If HCAI fails to render a final decision within 90 calendar days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. HCAI’s final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 90 calendar days following the date of the final decision or one year following the accrual of the cause of action, whichever is later.

33. <u>Stop Work</u>

a) HCAI may, at any time, by written Stop Work Order to Contractor, require Contractor to stop all, or any part, of the work called for by this Agreement for a period up to 90 days after the Stop Work Order is delivered to Contractor, and for any further period to which the Parties may agree. The Stop Work Order shall be specifically identified as such and shall indicate it is issued under this provision.

b) Upon receipt of the Stop Work Order, Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the Stop Work Order during the period of work stoppage. Within a period of 90 days after a Stop Work Order is delivered to Contractor, or within any extension of that period to which the Parties shall have agreed, the State shall either:

   i. Cancel the Stop Work Order; or

   ii. Terminate the work covered by the Stop Work Order as provided for in the termination for default or the termination for convenience clauses of this Agreement.

c) If a Stop Work Order issued under this provision is canceled or the period of the Stop Work Order or any extension thereof expires, Contractor shall resume work. HCAI shall make an equitable adjustment in the delivery schedule, the price, or both, and this Agreement shall be modified, in writing, accordingly, if:

   i. The Stop Work Order results in an increase in the time required for, or in Contractor's cost properly allocable to the performance of any part of this Agreement; and

   ii. Contractor asserts its right to an equitable adjustment within 30 days after the end of the period of work stoppage; provided that, if HCAI decides the facts justify the action, HCAI may receive and act upon a proposal submitted at any time before final payment under this Agreement.

d) If a Stop Work Order is not canceled and the work covered by the Stop Work Order is terminated in accordance with the provision entitled, “Termination for the Convenience of the State,” HCAI shall allow reasonable costs resulting from the Stop Work Order in arriving at the termination settlement.

e) HCAI shall not be liable to Contractor for loss of profits because of a Stop Work Order issued under this provision.

34. Covenant Against Gratuities

Contractor warrants that no gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by Contractor, or any agent or representative of Contractor, to any officer or employee of HCAI or the State of California with a view toward securing this Agreement or securing favorable treatment with respect to any determinations concerning the performance of this Agreement. For breach or violation of this warranty, HCAI shall have the right to terminate this Agreement, either in whole or in part, and any loss or damage sustained by HCAI in procuring on the open market any items which Contractor agreed to supply shall be borne and paid for by Contractor. The rights and remedies of the State provided in this provision shall not be exclusive and are in addition to any other rights and remedies provided by law or in equity.

35. Potential Subcontractors

This Agreement shall not create any contractual relationship between HCAI and any of Contractor’s subcontractors, and the use of a subcontractor shall not relieve Contractor of its responsibilities and obligations under this Agreement. Contractor's obligation to pay its subcontractors is an independent obligation from HCAI’s obligation to make payments to Contractor. As a result, HCAI shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

36. Health and Safety Protocol at HCAI Property

Contractor personnel will be required to follow all applicable state and public health requirements and related State policies when in a State location.

37. Headings

The captions to the several sections in this Agreement are not a part of this Agreement but are merely for convenience to assist in locating and reading the sections of this Agreement.

38. Waiver Rule of Construction

Each Party has had the opportunity to consult with counsel in connection with the review, drafting and negotiation of this Agreement. Accordingly, the rule of construction that any ambiguity in this Agreement will be construed against the drafting Party will not apply.

39. Counterparts

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Counterparts may be delivered via electronic mail, including Adobe™ Portable Document Format (PDF) or any electronic signature complying with the U.S. Federal ESIGN Act of 2000, and any counterpart so delivered will be deemed to be original signatures, will be valid and binding upon the Parties, and, upon delivery, will constitute due execution of this Agreement.

EXHIBIT D
TERMS AND CONDITIONS REQUIRED BY CALIFORNIA LAW

1. Examination and Audit (Cal. Gov. Code section 8546.7 and Cal. Code Regs., title 2, section 11116)

   a) Contractor agrees that the State or their designated representative shall have the right to review and copy any records and supporting documentation pertaining to performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment under this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees or others who might reasonably have information related to such records.

   b) Contractor agrees to include a similar right of HCAI/State to audit records and interview staff in any subcontract related to performance of this Agreement.

2. Statement of Compliance with Nondiscrimination Program Requirements (Cal. Gov. Code section 12990 and Cal. Code Regs., title 2, section 11109)

   By signing this Agreement, Contractor, under penalty of perjury, certifies that it has, unless exempted, complied with the nondiscrimination program requirements in California Code of Regulations, title 2, section 11102.

3. Nondiscrimination Clause (Cal. Code Regs, title 2, section 11105)

   a) During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, reproductive health decision making, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination.

   b) Contractors and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (California Government Code sections 12900 *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, sections 11000 *et seq.*). The applicable regulations of the Civil Rights Council implementing Government Code section 12990, set forth in Subchapter 5 of Division 4.1 of Title 2 of the California Code of Regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

   c) Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

   d) Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

4. Americans with Disabilities Act

   Contractor assures HCAI that it complies with the Americans with Disabilities Act of 1990. (42 U.S.C. sections 12101 et seq.)

5. Drug-Free Workplace Requirements (Cal. Gov. Code sections 8355 to 8357)

   Contractor shall comply with the requirements of the Drug-Free Workplace Act of 1990 and shall provide a drug-free workplace by taking the following actions:

   a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
   b) Establish a Drug-Free Awareness Program to inform employees about all of the following:
      i. the dangers of drug abuse in the workplace;
      ii. the Person's policy of maintaining a drug-free workplace;
      iii. any available counseling, rehabilitation, and employee assistance programs; and,
      iv. penalties that may be imposed upon employees for drug abuse violations.
   c) Every employee who works on the proposed Agreement shall:
      i. receive a copy of the company's drug-free workplace policy statement; and,
      ii. agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

   Failure to comply with these requirements may result in suspension of payments under this Agreement or termination of this Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above.

6. Sweatfree Code of Conduct (Cal. Public Contract Code section 6108)

   a) Contractor declares under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to HCAI or the State of California pursuant to this Agreement have been produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. Contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at http://www.dir.ca.gov/, and California Public Contract Code section 6108.

b) Contractor agrees to cooperate fully in providing reasonable access to its records, documents, agents or employees, or premises if reasonably required by authorized officials of HCAI, the State, the Department of Industrial Relations, or the Department of Justice to determine Contractor's compliance with the requirements under (a).

7. <u>Child Support Compliance Act (Cal. Public Contract Code section 7110)</u>

Contractor acknowledges in accordance that:

a) Contractor recognizes the importance of child and family support obligations, and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the California Family Code; and

b) Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

8. <u>Air or Water Pollution Violations (Cal. Gov. Code section 4477)</u>

a) HCAI cannot contract with any entity that is (i) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (ii) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (iii) finally determined to be in violation of provisions of federal law relating to air or water pollution.

b) Contractor certifies that it is not an entity described in (a) above and is eligible to contract with HCAI pursuant to California Government Code section 4477. Should HCAI determine that it cannot contract with Contractor pursuant to section 4477, that shall be grounds for termination of this Agreement. HCAI shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of HCAI.

9. <u>Civil Rights Law Certification (Cal. Public Contract Code section 2010)</u>

Contractor certifies under penalty of perjury under the laws of the State of California that, at the time it submitted a bid or proposal to HCAI for this Agreement or otherwise proposed to enter into this Agreement with HCAI, all the following were true:

a) Contractor was in compliance with the Unruh Civil Rights Act (California Civil Code section 51 and the Fair Employment and Housing Act (California Government Code section 12960, *et seq.*); and

b) If Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, that such policies were not used in violation of the Unruh Civil Rights Act or the Fair Employment and Housing Act.

10. Iran Contracting Act of 2010 (Cal. Public Contract Code sections 2200, *et seq.*)

Unless exempted, entities that have engaged in certain investment activities in Iran are ineligible to contract with HCAI for goods or services of 1,000,000 or more. California law requires all entities seeking to contract with HCAI to make certain certifications about this.

Prior to executing this Agreement, Contractor was required to complete the "Iran Contracting Act Verification Form" to meet the requirements of the Iran Contracting Act of 2010. Among other remedies, should HCAI determine that Contractor submitted a false certification pursuant to this Act, that shall be grounds for termination of this Agreement. HCAI shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of HCAI or the California Department of General Services.

11. Payee Data Record (California State Administrative Manual section 8422.190)

Contractor must complete and file the form Std. 204, "Payee Data Record," with the State of California before any payments can be disbursed under this Agreement.

12. Russia Sanctions (Cal. Executive Order N-6-22)

Contractor shall comply with Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should HCAI determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. HCAI shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of HCAI.

13. GenAI Disclosure Obligations (Cal. Executive Order N-12-23)

a) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

b) Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a Deliverable to the State; or (2) intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any Deliverable that materially impacts: (i) functionality of the System, (ii) risk to the State, or (iii) Agreement performance. For avoidance of doubt, the term "materially impacts" as used in this section shall have the same meaning set forth in State Administrative Manual (SAM) 4986.2 Definitions for GenAI.

c) Notification shall be provided to the State designee identified in this Agreement.

d) At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Agreement performance, as determined by the State.

e) If the use of previously undisclosed GenAI is approved by the State, then Contractor shall update the Deliverable description, and the Parties shall amend this Agreement accordingly, which may include incorporating the GenAI Special Provisions into this Agreement, at no additional cost to the State.

f) The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of this Agreement when such failure results in a material impact to the functionality of the System, risk to the State, or Agreement performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach including, but not limited to, termination of this Agreement.

EXHIBIT E
NONDISCLOSURE OBLIGATIONS RELATED TO AGREEMENT IMPLEMENTATION

To implement this Agreement, Contractor and HCAI may share Confidential Information (as defined below) with each other. This Exhibit E states the obligations of these parties regarding Confidential Information exchanged between them.

1. <u>Definitions for this Exhibit</u>

   The following definitions apply to this Exhibit E. Words used in this Agreement in the singular, where the context so permits, shall be deemed to include the plural and vice versa. The definitions of words in the singular herein shall apply to such words when used in the plural where the context so permits and vice versa.

   a) “Discloser” and “Recipient” apply to Contractor or HCAI depending on their role, whether as the discloser or the recipient of Confidential Information.

   b) “Confidential Information” means all non-public information in any form that Discloser discloses to Recipient related to this Agreement. It includes a party’s proprietary information, intellectual property, trade secrets, know-how, software, technology, specifications, and other non-public business or financial information. Confidential Information does not include information that is:

      i. Publicly available without breach of this Agreement, but only from the date that it becomes publicly available;

      ii. Properly and lawfully known to Recipient at the time of disclosure;

      iii. Lawfully received by Recipient from a third party holding the rights to disseminate such information; or

      iv. Independently developed or acquired by Recipient without reference to or reliance upon Discloser’s Confidential Information.

   c) "Affiliate" means any entity managing, managed by, under common management with, controlling, controlled by or under common control with the applicable Party.

2. <u>Use and Confidentiality Obligations</u>

   a) Recipient may use Confidential Information solely for the purposes of this Agreement.

   b) Recipient will protect the secrecy of Confidential Information. Recipient shall protect Confidential Information by, at a minimum, implementing reasonable, industry-standard controls to maintain confidentiality and to prevent unauthorized disclosures.

   c) Recipient may disclose Confidential Information to its employees, Affiliates, agents, and contractors who have a need to know the information and who are required to protect the secrecy of the information.

   d) Discloser shall notify Recipient that Discloser is disclosing Confidential Information to Recipient and, to the extent reasonable, for any writings, will mark or indicate on the writing that it contains Confidential Information and shall separate Confidential Information from other information.

e) Recipient shall not use, disclose, or maintain Confidential Information outside the United States without Discloser's prior written consent in each instance.

f) Recipient shall immediately notify Discloser upon learning of any unauthorized disclosure of Confidential Information. In the event of an unauthorized disclosure, the Party responsible for the unauthorized disclosure shall immediately take reasonable action to mitigate the unauthorized disclosure and shall notify and cooperate with the other Party in these efforts.

3. <u>Ownership of Confidential Information</u>

a) Confidential Information disclosed under this Agreement shall remain the property of Discloser.

b) This Agreement does not grant a license to the Confidential Information, except as expressly stated in this Agreement. Nothing in this Agreement waives any right a Party has in its Confidential Information.

4. <u>California Public Records Act</u>

a) Contractor and HCAI acknowledges that any documents or information provided to HCAI for this Agreement may be subject to the California Public Records Act (CPRA), which requires the disclosure of State records to the public unless there is an express exemption. (Cal. Gov. Code section 7922.530(a).)

b) If HCAI receives a CPRA request for Confidential Information, HCAI will seek to withhold the Confidential Information pursuant to one or more CPRA exemptions (such as the one stated above) if HCAI is aware that it is Contractor's Confidential Information. The next section shall apply if HCAI determines that a disclosure of Confidential Information is required by the CPRA.

c) It is Discloser's responsibility to assess whether Confidential Information it discloses meets a CPRA exemption prior to disclosure because HCAI cannot guarantee that a CPRA exemption will apply.

5. <u>Mandated Disclosures</u>

a) Each Party shall be entitled to disclose Confidential Information received under this Agreement if required by applicable law or court order. The Party shall only disclose that portion of the Confidential Information that it is legally obligated to disclose.

b) To the extent reasonable, the Party subject to a mandated disclosure shall take steps to prevent or limit the mandated disclosure.

c) As soon as a Party becomes aware of a potential mandated disclosure, the Party shall, to the extent permissible, provide the other Party notice of the potential mandated disclosure and discuss the circumstances with the other Party. To the extent permissible, the Party shall also take steps to give the other Party an opportunity to prevent or limit the mandated disclosure, such as by seeking a protective court order.

d) Unless the Parties agree otherwise, a Party seeking to prevent or limit the mandated disclosure shall be entirely responsible for all of its own costs and expenses in seeking such remedies.

e) The Parties shall cooperate with each other in efforts to prevent or limit mandated disclosures.

f) Any mandated disclosure shall not relieve the parties of their obligations under this Agreement.

6. Post-Agreement Obligations and Rights

a) Notwithstanding anything to the contrary in this Agreement, the confidentiality obligations of this exhibit shall continue for five years from the end of this Agreement.

b) When this Agreement ends, Recipient shall: (i) promptly destroy all documents and tangible items in its possession or control that contain Confidential Information; and (ii) according to Recipient's standard purge processes for electronic data, delete or erase Confidential Information that Recipient stored electronically. This requirement shall not apply to information that Recipient must retain pursuant to any applicable federal, state, and local laws; however, once the legal obligation ends, Recipient shall dispose of the Confidential Information as stated in this section.

c) Contractor acknowledges that HCAI is required to keep documentation regarding this Agreement and this partnership agreement for state auditing purposes (such as pursuant to Cal. Gov. Code section 8546.7). For this reason, notwithstanding any other provision in this Agreement, HCAI may keep records with Confidential Information for a period of three years after the final payment under this Agreement. HCAI shall provide notice to Contractor regarding the Confidential Information they shall keep under this section. At the end of the time periods stated in this Section, HCAI shall dispose of the Confidential Information as stated above in this exhibit.

7. Injunctive Relief

Notwithstanding anything to the contrary in this Agreement, Recipient acknowledges that its breach of this Agreement would cause Discloser irreparable harm and that money damages would be an insufficient remedy for that breach. Accordingly, if Recipient threatens to breach or breaches this Agreement, Discloser is entitled to seek immediate injunctive relief against the threatened breach or the continuation of any breach of this Agreement without the need to post any monetary bond (if applicable). This injunctive relief is in addition to, and not in lieu of, any other remedies at law or in equity that are available to the parties.

EXHIBIT F
CONTRACTOR'S RETURN GOODS POLICY

In order to return current dated (damaged, etc.) Product(s), contact Contractor's Product Returns & Discrepancies Supervisor at 866-525-7442 or email CustomerRelations@amneal.com. All current dated returns, based on terms outlined in **Exhibit A**, Section 17, "Product Returns to Contractor" once approved, must be accompanied by a memo showing the National Drug Code (NDC), Quantity, Lot Number, and Expiration Date and addressed to:

Amneal Pharmaceuticals, LLC
118 Beaver Trail
Glasgow, KY 42141

EXHIBIT G
CONTRACTOR'S TERMS AND CONDITIONS CERTIFICATION FORM FOR QUALIFIED PURCHASERS

The California TK-12 Educational Organization ("School") as identified in the California Department of Public Health's (CDPH) Albuterol Standing Order hereby acknowledges and agrees that the Product (as defined below) made available by Amneal Pharmaceuticals, LLC ("Amneal") is conditioned upon the School acknowledging and agreeing to these terms and conditions ("Terms and Conditions") with Amneal, and upon the School making the certifications set forth herein (the "Certification"). The School hereby represents and warrants to Amneal and agrees as follows:

1. "Product" as used herein shall mean no fewer than two (2) 90 microgram (mcg)/actuation albuterol metered-dose inhalers (MDIs) approved by the U.S. Food and Drug Administration ("FDA") in an abbreviated new drug application or ANDA, and/or no fewer than twenty-five (25) LiteAire® Basic MDI Holding Chambers approved by the FDA under Section 510(k) premarket notification.
2. School is a Qualified Purchaser (as defined below) of the Product at the agreed price as described in the price quote ("Quote") available on the customer-facing interface of an online store through which Qualified Purchasers may browse, search for, and order Products (the "Storefront") , excluding shipping and delivery costs, and any applicable sales and/or excise tax. A "Qualified Purchaser" means a California TK–12 Educational Organization (i.e., "School"), including a county office of education, a TK–12 school district, a TK–12 public school, a TK–12 private school, or a TK–12 charter school.
3. These Terms and Conditions shall be effective as of the date of acceptance of the Terms and Conditions by the School on the Storefront enrollment date ("Effective Date") and shall continue until either party terminates these Terms and Conditions upon 30 days' prior written notice to the other party.
4. The pricing for the Product does not include applicable state or local sales or use taxes and the School shall pay all applicable taxes. Applicable taxes are included on the Storefront as separate line items. In the event School is a sales tax-exempt entity or a specific purchase is sales tax exempt, School shall provide a valid sales tax exemption certificate to Amneal as provided to School by the state taxing authority. Amneal will retain valid sales tax exemption certificates for the time prescribed on the certificate and may request renewals when required. In the event Amneal determines Customer of the specific purchase is not sales tax exempt, then Customer shall pay all applicable taxes as detailed in the invoice.
5. School has presented a valid California Department of Public Health (CDPH) Albuterol Standing Order for the Product through the Storefront. The CDPH Albuterol Standing Order is available at: https://standingorders.cdph.ca.gov/albuterolstandingorder/.
6. School is solely responsible for the proper and safe usage of the Product according to its FDA-approved labeling, and training of any school personnel who administer the Product and will indemnify Amneal against any and all claims regarding the administration or use of the Product. SCHOOL AGREES TO COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND POLICIES GOVERNING STORAGE, HANDLING, AND ADMINISTRATION OF PRESCRIPTION MEDICATIONS IN A SCHOOL SETTING.

7. School shall provide necessary and/or appropriate Product training to any School personnel who may administer the Product in accordance with all applicable laws.
8. The person attesting to this certification on behalf of the School has the requisite authority to make this certification on behalf of the School.
9. Any Product received by the School shall be for its own use and the School shall not sell or transfer any such Product received pursuant to the Program to a third party. THE PRODUCT MAY BE USED ONLY BY SCHOOL, OR A QUALIFIED PURCHASER AUTHORIZED BY SCHOOL, AND MAY NOT BE SUBMITTED FOR REIMBURSEMENT OF ANY TYPE, INCLUDING, WITHOUT LIMITATION, PRIVATE PAY, COMMERCIAL, GOVERNMENT AUTHORITY, AGENCY, OR OTHERWISE.
10. Any transfer of any quantity of Product received pursuant to the CalRx School Albuterol Access Initiative in violation of this certification will be considered a breach of this certification allowing Amneal to prohibit the School from receiving Product or otherwise participating in the Program.
11. PRODUCT IS ONLY REFUNDABLE WHEN SPECIFICALLY REQUIRED BY APPLICABLE LAW. Product is not returnable, except as set forth in paragraph 18 below. Amneal will deliver Product FOB Destination, i.e., to the destination specified by School and designated through enrollment on the Storefront to Amneal by the School.
12. Product will either be paid in full via Credit Card on the Storefront or an invoice will be sent to Customer at its billing address or designated email address. Unless otherwise specified on the invoice, all invoices for Product supplied are payable in full within thirty (30) days from the date of invoice. Customer agrees to review invoices upon receipt and to notify Amneal in writing of any disputes within twenty (20) days of receipt of invoice. If such written notice is not received by Amneal, the invoice will be deemed to be final and payable in full.
13. Amneal shall have the right and is authorized to request information from School and third parties to confirm Qualified Purchaser status and/or credit status prior to accepting an order, and Purchaser shall fully cooperate with any such request.
14. Amneal reserves the right to audit School to ensure the Product is used as set forth in these terms and conditions and the Certification and as otherwise required by Amneal.
15. All orders are subject to acceptance by Amneal. Amneal may fulfill or refuse or otherwise limit orders at its sole discretion. Amneal shall use reasonable efforts to supply School with Product; provided, however, that Amneal shall have no liability for failure to supply Product.
16. All information warranted in this certification and provided by the School on the "Storefront" is true, complete and accurate.
17. Amneal warrants that at the time of delivery, the Product (a) shall be free from any defects in design, material, or workmanship, (b) shall not be adulterated or misbranded within the meaning of the U.S. Food, Drug and Cosmetic Act, and (c) shall conform to laws, rules, and regulations of the FDA. In the event the Product delivered to School fails to conform to the warranties in this paragraph, School may reject such Product by giving written notice within five (5) days after delivery describing in reasonable detail the issue(s) with the Product. If School fails to reject the Product in accordance with this paragraph within the five (5) day period, School shall be deemed to have accepted the shipment. AMNEAL'S SOLE AND EXCLUSIVE LIABILITY FOR DAMAGED OR OUT-

OF-SPECIFICATIONS PRODUCT, AND SCHOOL'S SOLE AND EXCLUSIVE REMEDY, FOLLOWING RECEIPT BY AMNEAL OF THE AFOREMENTIONED NOTICE AND RETURN OF ALL DAMAGED AND/OR OUT-OF-SPECIFICATION PRODUCT, WILL BE THE DELIVERY BY AMNEAL OF THE SAME AMOUNT OF CONFORMING REPLACEMENT PRODUCT. AMNEAL MAKES NO OTHER WARRA NTIES, WHETHER EXPRESSED OR IMPLIED, WITH RESPECT TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, NONINFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE. AMNEAL WILL NOT BE LIABLE TO PROVIDE REPLACEMENT PRODUCT FOR ANY PRODUCT THAT IS NOT RETURNED TO AMNEAL.

18. Amneal's sole obligation under any warranty shall be to replace or refund defective Products. TO THE EXTENT PERMITTED BY APPLICABLE LAW, NEITHER SCHOOL NOR AMNEAL SHALL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OR LOSSES, INCLUDING LOST PROFITS, EVEN IF ADVISED OF THE POSSIBILITY THEREOF.

EXHIBIT H
TRADEMARK LICENSING

1. Purpose of this Exhibit

HCAI ("Licensor") is the sole owner of the registered, pending, and common law trademarks and service marks as set forth here (the "Marks"):

HCAI's Marks		
1	Word: "CalRx"	US Registration Number 7532261
2	Word: "CalRx"	US Registration Number 7292150
3	Logo: CalRx	US Registration Number 7437664
4	Logo: CalRx	US Registration Number 7539148
5	Logo: CalRx	US Serial Number 97505099

Pursuant to this Agreement, Contractor may obtain the right to use HCAI's Marks solely for production and sale of CalRx® Albuterol Products solely in the State of California (the "Territory") under license from HCAI.

This Exhibit states the limitations and requirements for Contractor to use HCAI's Marks.

2. Grant of Rights

HCAI hereby grants to Contractor a nonexclusive, revocable, non-transferable, royalty-free license, during the term of this Agreement, to use HCAI's Marks in the Territory solely for the production and sale of CalRx® Albuterol Products. Contractor may not grant any sublicense of any of HCAI's Marks without Licensor's prior written consent. Licensor retains the right to use Licensor's Marks within and outside of the Territory.

3. Quality Control; Legal Compliance

a) Contractor acknowledges that HCAI's Marks indicate to the public that the goods covered under the marks are of a commercially consistent high quality and standard, and that Contractor's use of HCAI's Marks for the production and sale of CalRx® Albuterol Products pursuant to this Agreement must be in a manner that does not have a detrimental impact on HCAI's reputation or the goodwill associated with HCAI's business and HCAI's Marks.

b) Contractor acknowledges and agrees that HCAI has controlled, controls, and shall control the level of quality of the goods produced pursuant to this Agreement, as well as all aspects of their production to ensure continued quality, and Contractor shall comply with HCAI's requirements with respect thereto.

c) Contractor shall comply with all applicable laws, regulations, ordinances, and other legal requirements in its provision of CalRx® Albuterol Products and otherwise in connection with its operations. Upon request and with 30 days' prior written notice to Contractor, HCAI shall have the right to inspect Contractor's operations and production facilities, and the production facilities and operations of any authorized sub-licensees, to verify that the level of quality with respect to the production and provision of the CalRx® Albuterol Products is maintained at the highest quality level provided that HCAI's inspection shall be subject to reasonable confidentiality, security, and safety requirements applicable to such facilities, and Contractor shall use commercially reasonable efforts to ensure that any sub-licensee permits such inspection.

d) Consistent with other provisions of this Agreement, Contractor shall provide samples of materials to be used by Contractor along with any of HCAI's Marks for review and prior approval by HCAI, and HCAI shall have the right in its sole and absolute discretion to approve or reject same. In the event HCAI does not approve any samples, such shall be deemed rejected and Contractor shall revise, improve and/or otherwise submit new samples that conform to the required quality level, and HCAI shall have the right to approve or reject same. Contractor shall not finalize, reproduce, distribute, display or otherwise use any goods that have not been approved in writing by HCAI.

e) Contractor acknowledges HCAI's right to inspection may be exercised by HCAI, at its sole and absolute discretion.

4. Mark Ownership and Protection

a) Ownership. Contractor acknowledges and agrees that HCAI is, and HCAI, or its successors of interest, shall remain, the owner of HCAI's Marks. Contractor shall acquire no ownership interest in any of HCAI's Marks through this Agreement or otherwise. All goodwill generated by the use of HCAI's Marks by Contractor shall exclusively inure to the benefit of HCAI.

b) Cooperation. The parties shall fully cooperate with each other in their efforts to maintain and enforce HCAI's rights in HCAI's Marks, provided that all costs and expenses incurred by Contractor (or, at Contractor's request, by HCAI) in fulfilling Contractor's obligations hereunder shall be borne by Contractor, unless otherwise agreed to in writing by the Parties. Contractor's obligation to cooperate under this provision means providing reasonable assistance to HCAI including, but not limited to, the provision of evidence, witnesses, and declarations at Contractor's expense.

c) Registration of the Marks. Contractor shall not, on its behalf or on behalf of any other party, in any country or jurisdiction, register or attempt to register any of HCAI's Marks or any other service mark, trademark, or trade name which is identical or confusingly similar to any of HCAI's Marks without HCAI's prior written consent.

d) Impairment of HCAI's Rights. Contractor shall not do, or permit to be done, any action or thing which will in any way impair HCAI's rights in and to HCAI's Marks.

e) Contesting of HCAI's Rights. Contractor shall not contest or assist any other party in contesting the validity of HCAI's ownership of HCAI's Marks.

f) Trademark Notices. Unless otherwise specified by HCAI, Contractor shall cause the designation of "®" to be placed adjacent to the versions of HCAI's Marks that are federally registered and "TM" or "SM" as appropriate, for any versions of HCAI's Marks that are not federally registered, in connection with each use or display of any of HCAI's Marks in connection with the CalRx® Albuterol Products in the U.S.

5. Infringements

a) Infringements. In addition to the terms set forth in this Agreement, and in accordance with provisions relating to the prosecution, defense, and settlement of any action, suit, opposition, or other proceeding (collectively, "Proceedings") with respect to any actual or perceived infringement, dilution, tarnishment, unfair competition, or passing off by a third party of, or with respect to, HCAI's Marks (collectively, "Infringement"), HCAI shall have primary responsibility therefor. Contractor shall, upon request of HCAI, provide reasonable assistance including, but not limited to, the provision of evidence, witnesses, and declarations at Contractor's expense.

b) Procedures. Pursuant to the terms set forth in this Agreement, Contractor shall promptly notify HCAI of any Infringement that comes to its attention. Contractor shall promptly (i) notify HCAI of any material developments with respect to a Proceeding; (ii) deliver to HCAI a copy of all pleadings, correspondence, and other material documents with respect to a Proceeding; and (iii) notify HCAI of any offers of settlement related to an Infringement which it receives or which it proposes to make.

6. Indemnification

a) Indemnification by Contractor. Contractor shall indemnify and hold harmless HCAI and its successors, and assigns each of their affiliates, officers, directors, and employees from any and all liabilities, losses, damages, claims, costs and expenses, interest, awards, judgments and penalties (including reasonable attorneys' fees and expenses) actually suffered or incurred by it, actually arising out of or resulting from:

i. the failure or default by Contractor in performing any of Contractor's obligations as stated in this exhibit,

ii. any breach or inaccuracy of any of Contractor's representations and warranties under this exhibit, or

iii. any actual or alleged loss or damage arising out of the use of any of HCAI's Marks by Contractor.

b) At its sole option, HCAI may require Contractor to defend HCAI against any claim hereunder using Contractor's own counsel that meets HCAI's reasonable approval.

7. Default and Termination

a) In addition to HCAI's ability to terminate this Agreement in **Exhibit C**, Contractor shall be deemed to be in default under this Agreement, and HCAI may, at its option, immediately terminate this Agreement and all rights granted hereunder upon written notice to Contractor, if there is any attempted assignment or sublicensing of this Agreement or any interest therein by Contractor, contrary to the terms hereof.

b) Obligations Upon Termination. Upon termination of this Agreement, all rights granted to Contractor regarding HCAI's Marks shall terminate, and Contractor shall immediately:

i. cease all use of HCAI’s Marks in any form within 30 calendar days; and

ii. refrain from representing itself as HCAI’s licensee with respect to HCAI’s Marks.

c) Deadline for Performance of Post-Termination Obligations. Contractor shall furnish HCAI with the information and materials, or other evidence satisfactory to HCAI of compliance with the obligations of Section 7(b) above, within 20 calendar days after termination of this Agreement.

8. Survival

Sections 4, 5, and 6, inclusive of this exhibit shall survive and remain enforceable after any termination or expiration of this Agreement.

EXHIBIT I
NONPUBLIC AGREEMENT INFORMATION

Pages 43 to 46 are NOT publicly available