SUB-LICENSING AGREEMENT FOR USERS OF ELECTRONIC CATALOG

GECC Software is sub-licensed to user by **Minnesota Multi-State Contracting Alliance for Pharmacy** (subscriber) pursuant to the terms of an Agreement between Subscriber and **Group Purchasing Systems** ("GPS"), and a Master Software License granted by GPS to Subscriber.

The following provisions are applicable to the Sub-License:

1. Sub-Licensee may access the GroupNet Network to obtain awards updates and receive bulletins/messages without cost. Other use of Network facilities will be billed to Sub-Licensee at the prevailing GPS published pricing.

2. This license is <u>nonexclusive and non-transferable</u> and its term runs concurrently with the annually renewable Master License between Subscriber and Group Purchasing Systems.

3. Any changes, additions, enhancements and improvements in the form of new or partial programs or Documentation as may be provided under this Agreement shall be deemed to be Licensed Software and is the proprietary property of GPS and no title to or ownership of the Licensed Software is transferred by this Agreement to Sub-Licensee. All applicable rights to patents, copyrights, trademarks and trade secrets in the Licensed Software are and shall remain in GPS. **SUB-LICENSEE SHALL NOT SELL, TRANSFER, PUBLISH, DISCLOSE, DISPLAY OR OTHERWISE MAKE AVAILABLE ANY LICENSED SOFTWARE OR COPIES THEREOF TO OTHERS.** Sub-Licensee agrees to secure and protect each program, software product and copies thereof in a manner consistent with GPS' rights therein and consistent with the manner in which Sub-Licensee secures and protects its own programs and software products. **THE OBLIGATIONS OF THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.**

4. GPS represents that it is the owner of or has obtained appropriate license for the Licensed Software or any portion thereof being licensed hereunder and that it has the right to grant the Sub-Licensee the license being granted hereunder.

5. Sub-Licensee understands and expressly agrees that IN NO EVENT SHALL GPS BE LIABLE TO SUB-LICENSEE, ANY CUSTOMER OF SUB-LICENSEE, OR ANY THIRD PARTY FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, LOSS OF USE, BUSINESS INTERRUPTION, LOST OR DAMAGED FILES OR DATA, OR LOSS OF GOODWILL, WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY, EVEN IF GPS HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. THE LIABILITY OF GPS, IF ANY FOR ANY CLAIM OR LOSS, DAMAGE, OR EXPENSE FROM ANY CAUSE WHATSOEVER SHALL IN NO EVENT EXCEED THE ACTUAL PRICE PAID BY SUB-LICENSEE PURSUANT TO THIS AGREEMENT. SUB-LICENSEE UNDERSTANDS AND ACKNOWLEDGES THAT THIS LIMITATION OF LIABILITY PROVISION IS MATERIAL TO THIS AGREEMENT, AND THAT GPS WOULD NOT HAVE ENTERED INTO THIS AGREEMENT WITHOUT THE INCLUSION AND ENFORCEABILITY OF THIS SECTION.

6. Customers of the Subscriber shall signify agreement to the terms of this Agreement by signing and returning a copy of this agreement to the Subscriber.

7. Any holder of a Sub-License shall also be entitled to an account on the MMCAP Online Web Site furnished by GPS under the above-mentioned Master Agreement. Access to the private logon area is available only under the Sub-License agreement, and each user who wishes to access same must submit a signed copy of the Sub-License agreement to MMCAP prior to such access.

| (*Signature*) | (*Print Name*) | (*Date*) |

| (*Agency Name*) | (*Address*) | (*City, State, & Zip Code*) |

NOTE: CUSTOMERS WHO FAIL TO SIGN AND RETURN A COPY OF THIS AGREEMENT TO THE SUBSCRIBER (Minnesota Multi-State Contracting Alliance for Pharmacy) *WILL BE UNABLE TO RETRIEVE FUTURE UPDATES TO THIS ELECTRONIC CATALOG.*

#CO0700

<u>Printing MMCAP Contract Documents from our web site.</u>

When accessing our web site from Internet Explorer, you will be able to print out documents as they appear on your screen.

Currently, you will be unable to print documents from www.mmcap.org if using Netscape, unless you reformat file. We are in the process of correcting this issue.

When using Netscape:
When you are at the screen that you want to print do the following:
Click File
Click Save As
Enter file name with .html for the extension. ******.html, in the directory you want.
Click Save

Go to Windows NT Explorer or Windows File Manager
Go to file and double click on file name.
This will open the file in Netscape, with the file reformatted.
Click the Print icon and print file.

(G:\DJOHNSON\ELECTRONIC CATALOG\FAXCDROM1.wpd)