

## END-USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR THE LAST MILE CONTROL TOWER APP -  
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2. **Distribution Operators.** The App is intended for use by approved operators in the Accord distribution chain only, and excludes the use by patients or other individuals.

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5. **Purpose.** The App is designed to serve as a track and trace solution of the pharmaceutical products that Pfizer makes available to countries that have entered into a bilateral manufacturing and supply agreement with Pfizer as part of the Accord for a Healthier World program ("**Purpose**"). The App is to be utilized strictly in accordance with its Purpose, this EULA and training relating to the App that may be provided to users.

6. **Uploads.** The App provides functionality through which you are able to upload information (such as data and text) in connection with your use of the App (collectively, "**Uploads**"). In using such functionality, you grant to Pfizer an irrevocable, perpetual, non-exclusive, fully-paid, worldwide, license (sub licensable through multiple tiers) to access (continuously and in real time), use, distribute, reproduce, and store your Uploads and associated data (in whole or in part) in any format or medium now known or later developed in accordance with the Purpose ("**License**").

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the App in a way that could damage, disable, overburden, impair or compromise our systems or security or interfere with other users. Pfizer will cooperate with any law enforcement authorities and will comply with any court order lawfully requesting or directing Pfizer to disclose the identity of anyone posting information or materials in connection with the App.

Where the user Uploads information in the App that indicates that there has been product diversion or counterfeiting, Pfizer will notify this to the country point of contact. Pfizer may assist the country in the investigation if needed.

7. **Termination**. This EULA is effective until terminated by you or Pfizer, or the Purpose is no longer required. Your rights under this EULA will terminate automatically without notice from Pfizer if you fail to comply with any term(s) of this EULA (although your obligations shall remain in force until you delete or remove the App from your Device). Upon termination of this EULA, you shall immediately cease all use of the App, and permanently destroy all copies, full or partial, of the App and its associated data.

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9. **No Warranty**. You expressly acknowledge and agree that use of the App is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you to the maximum extent permitted by applicable law, the App is provided "as is" and "as available", with all faults and without warranty of any kind. You acknowledge that Pfizer shall not be liable or responsible for any failure to perform or delay in performance of any of Pfizer's obligations that are beyond its reasonable control, including without limitation, failure of public or private telecommunications networks or failure of the App. You acknowledge that the App has not been developed to meet your individual requirements. Pfizer hereby disclaims all warranties and conditions with respect to the App, either expressed, implied or statutory, including, but not limited to, the implied warranties and/or conditions of merchantability, of satisfactory quality, of fitness for a particular purpose, of accuracy, of quiet enjoyment, and non-infringement of third party rights. Pfizer does not warrant against interference with your enjoyment of the App, that the functions contained in the App will meet your requirements, that the operation of the App will be uninterrupted, secure or error-free, or that defects in the app or services will be corrected. No oral or written information or advice given by Pfizer or its authorized representatives shall create a warranty.

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11. **Indemnity.** Except where prohibited by applicable law, you agree to defend, indemnify and hold harmless Pfizer, its directors, employees and agents from any and all loss, damage, liability, and legal fees (including, but not limited to, reasonable fees and disbursements of counsel incurred by Pfizer in any action or proceeding between you and Pfizer or between Pfizer and any third party related to this EULA) resulting from your use of the App.

12. **Export.** You may not use or otherwise export or re-export the App except as authorized by the United States and the laws of the jurisdiction in which the App was obtained. In particular, but without limitation, the App may not be exported or re-exported to any country regarding which the United States maintains an embargo, or any person or entity specifically designated on a list maintained by the United States. By using the App, you represent and warrant that you are not located in any such country or on any such list. You also agree that you will not use these products for any purposes prohibited by United States law, including, without limitation, the development, design, manufacture or production of nuclear missiles, or chemical or biological weapons.

13. **App Store / Google Play Store.** Platform providers, such as Apple Inc. and Google Inc., that make the App available for download ("**Platform Providers**") are not parties to this EULA. Platform Providers have no obligation whatsoever to furnish any maintenance and support services with respect to the App. In the event of any failure of the App to conform to the warranties herein, you may notify the applicable Platform Provider, and such Platform Provider may refund any purchases made through the App (if applicable). To the maximum extent permitted by applicable law, Platform Providers will have no other warranty obligation whatsoever with respect to the App. You acknowledge that Platform Providers are not responsible for addressing any claims relating to the App or your possession and/or use of the App, including but not limited to: (i) product liability claims; (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation, except where required by law. Pfizer, not the Platform Providers, will be solely responsible for the investigation, defense, settlement and discharge of any such intellectual property infringement claim. Platform Providers are third party beneficiaries of this EULA, and Platform Providers will have the right (and will be deemed to have accepted the right) to enforce this EULA against you as a third-party beneficiary thereof. You represent that you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and you are not listed on any U.S. Government list of prohibited or restricted parties. If you have downloaded the App via the iTunes Store, your use of the App must comply with Apple's App Store Terms and Conditions, located at <http://www.apple.com/legal/internet-services/itunes/us/terms.html>.

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14. **General.** The failure of Pfizer to enforce any provision of this EULA shall not be construed as a waiver or limitation of Pfizer's right to subsequently enforce and compel strict compliance with every provision of this EULA. If any term or provision of this EULA is invalid or unenforceable to any extent, the remainder of this EULA shall be valid and enforced to the fullest extent permitted by law. Subject to applicable consumer protection laws, this EULA is governed by and construed in accordance with the laws of the State of New York, USA, without regard to conflict of Law principles other than Section 5-1401 of the New York General Obligations Law, except that any dispute regarding the arbitrability or the scope and application of this Section shall be governed by the Federal Arbitration Act of the United States. You and Pfizer further agree that, subject to applicable consumer protection laws, the sole jurisdiction and venue for any litigation arising from or relating to this EULA is an appropriate federal, superior or provincial court located in New York, USA. This EULA sets forth the entire agreement of the parties with respect to the subject hereof, and supersedes and overrides all prior agreements on the same subject matter. This EULA will

not be governed by the conflict of law rules of any jurisdiction or the United Nations Convention on Contracts for the International Sales of Goods, the application of which is expressly excluded. This EULA and any of the rights or obligations hereunder are not assignable without Pfizer's prior written permission. No waiver, modification, or amendment to this EULA is binding upon Pfizer unless it is in writing signed by an authorized representative of Pfizer. Pfizer may change this EULA from time to time, at its sole discretion. Your continued use of the App following these changes will be deemed your acceptance of these changes. All rights and benefits granted hereunder to Pfizer shall extend to and may be exercised by Pfizer as well as any and all of Pfizer's affiliates and subsidiaries. Sections 4, 5, 6, 7, 9, 10, 11 and 14 shall survive termination of this EULA. The Parties hereto have expressly required that this agreement and all documents and notices relating thereto be drafted in the English language.

**Annex 1**

Afghanistan	Ethiopia	Mali	South Sudan
Bangladesh	Gambia	Mauritania	Sudan
Benin	Ghana	Mozambique	Syria
Burkina Faso	Guinea	Myanmar	Tajikistan
Burundi	Guinea-Bissau	Nepal	Tanzania
Cambodia	Haiti	Niger	Togo
Central African Republic	Kenya	North Korea	Uganda
Chad	Kyrgyzstan	Rwanda	Yemen
Comoros	Laos	Senegal	Zambia
Congo DR	Liberia	Sierra Leone	Zimbabwe
Eritrea	Madagascar	Solomon Islands	
	Malawi	Somalia	

**By selecting the “Agree” button while you are installing the App you already represented to Pfizer that: (i) you have read, understood and agreed to the terms and condition of this EULA and Privacy Policy; and (ii) you are the age of majority in your jurisdiction of residence or possess legally binding parental or guardian consent to agree to this EULA and our Privacy Policy.**

**If you do not agree to the terms and conditions of this EULA and our Privacy Policy, you should uninstall the App and not download, install, copy, save and/or use the App.**

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