

***TERMS OF USE – FORMULARY LOOKUP***

MMIT’s Formulary Lookup Service (the “Service”) allows you to search MMIT’s formulary database for information about the drugs covered by certain insurance plans. You may use it free of charge for ad hoc searches so long as you (i) enter each search manually, one at a time, using a standard Web browser, (ii) use the results for your personal purposes or the internal business purposes of your employer, and (iii) comply (and, if applicable, your employer complies) with the provisions set forth in the remainder of these Terms of Use. If you or your employer wishes to make systematic or automated use of MMIT’s formulary database, please [contact us](#) to discuss a commercial license.

**1. USE; RELATED PROVISIONS.**

1.1. Use. Subject to the limitations set forth in Section 1.2 and to meeting MMIT’s minimum technical specifications, you may (a) use the Service to conduct a reasonable number of searches each month for your personal purposes or on an occasional basis in the performance of your job, (b) print and/or download the results to your computer, and (c) provide links to the Service from your own Web site, provided, that you do not frame the Services, display the Services in connection with an unauthorized logo or mark or other material, or do anything that could suggest that you or any party other than MMIT is the source of the Service.

1.2. Limitations and Restrictions. You may not, and may not permit, aid or abet any third party to, use the Service (a) to conduct systematic or automated searches for any purpose, (b) to recreate MMIT’s formulary database in whole or part, irrespective of whether the resulting materials might be used as a substitute for the Service, or (c) for any purpose or in any manner not expressly authorized by these Terms of Use.

1.3. Privacy. You acknowledge that MMIT may collect and use information regarding our use of the Service in accordance with our [Privacy Policy](#).

2. OWNERSHIP. The Service and any related documentation (including all modifications, enhancements and customizations to and compilations and derivative works of any of the foregoing) and all patents, copyrights, trademarks, trade secrets and other intellectual property rights related thereto or embodied therein, are and shall remain the exclusive property of MMIT. MMIT shall retain all rights in the Service not expressly granted herein.

**3. WARRANTY DISCLAIMER; LIABILITY LIMITATIONS.**

3.1. Disclaimers.

3.1.1. THE SERVICE IS PROVIDED ON AN “AS IS, WHERE IS,” AND MMIT MAKES NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICE, WHETHER ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE, AND DISCLAIMS ANY LIABILITY IN CONNECTION WITH ANY SUCH WARRANTIES, INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY, IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTY OF NON-INFRINGEMENT. NONE OF THE INFORMATION AVAILABLE FROM THE SERVICE IS IN ANY CASE TO BE USED AS A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE NOR IS IT INTENDED TO BE RELIED UPON BY ANY PERSON OR ENTITY FOR PURPOSES OF MEDICAL DIAGNOSIS OR TREATMENT. MMIT USES COMMERCIALY REASONABLE EFFORTS TO ENSURE THE ACCURACY OF THE INFORMATION IT FURNISHES VIA THE SERVICE, BUT DOES NOT GUARANTEE THE ACCURACY, TIMELINESS OR COMPLETENESS OF SUCH INFORMATION AND SHALL NOT BE LIABLE IN ANY WAY TO CUSTOMER, USERS OF THE SERVICE OR ANYONE ELSE TO WHOM THE INFORMATION MAY BE FURNISHED, FOR ANY DELAYS, INACCURACIES, UNAVAILABILITY, ERRORS OR OMISSIONS.

3.2. Indemnification for Use. You will indemnify, defend and hold MMIT harmless from and against any and all claims, demands, suits and proceedings (each, a “Claim”), and all related damages, liabilities, expenses (including court costs and attorneys fees) and other costs (collectively, “Costs”) arising from your use of the Service

3.3. Limitation of Liability. IN NO EVENT SHALL MMIT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS, LOSS OF DATA, ECONOMIC LOSS, THE

INTERRUPTION, LOSS OF USE OF THE SERVICE. IN THE EVENT THAT MMIT IS FOUND LIABLE FOR ANY REASON UNDER THE AGREEMENT, IN NO CASE SHALL MMIT'S LIABILITY FOR ACTUAL DIRECT DAMAGES IN THE AGGREGATE EXCEED FEES PAID BY CUSTOMER PURSUANT TO THIS AGREEMENT IN THE THREE (3) MONTHS PRECEDING THE EVENT THAT GAVE RISE TO THE CLAIM. THIS SECTION STATES CUSTOMER'S SOLE REMEDY AND MMIT'S EXCLUSIVE LIABILITY FOR ALL DAMAGES WHATSOEVER, IN CONTRACT OR TORT OR OTHERWISE.

#### 4. MISCELLANEOUS.

4.1. No Other Beneficiaries. The Agreement is being made and entered into solely for the benefit of the parties hereto, and no party intends hereby to create any rights in favor of any other person as a third party beneficiary of these Terms of Use or otherwise.

4.2. Assignment. MMIT may assign this Agreement at any time.

4.3. Amendment. MMIT may amend or correct these Terms of Use at any time. When we make a change, we will post a notice on the front page of the Service for at least a week. You have not visited the Service in more than a week, you are responsible for reviewing these Terms of Use for any changes that might have occurred since your last visit.

4.4. Force Majeure. Neither party shall be liable for any failure or delay in performance due in whole or in part to any cause beyond the reasonable control of such party or its contractors, agents or suppliers, including but not limited to utility or transmission failures, failure of phone lines or phone equipment, power failure, strikes or other labor disturbances (including without limitation a strike or other labor disturbance arising in respect of the work force of the party taking advantage of the provisions of this Section 4.4), acts of God, acts of war or terror, floods, sabotage, fire, natural or other disasters.

4.5. Governing Law and Jurisdiction. Except with respect to that body of law relating to choice of law, these Terms of Use shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. The parties will submit to jurisdiction and venue in such state, and in the U.S. District Courts in such state. Any award made by a court in conjunction with litigation between the parties regarding these Terms of Use shall include an award of all reasonable attorneys' fees and legal costs incurred by the party in whose favor the final decision is rendered.

4.6. Severability. If any provision of these Terms of Use or the application thereof to any person or circumstances shall to any extent be invalid or unenforceable, the remainder of these Terms of Use, or the application thereof to any person or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each provision of these Terms of Use shall be valid and enforced to the fullest extent of the law.

4.7. Interpretation. In these Terms of Use, (i) section headings are for convenience only and shall not affect the construction or interpretation of these Terms of Use, (ii) the use of plural shall include the singular and the use of the singular shall include the plural, in each case where the context requires, and (iii) references to masculine, feminine or neuter genders shall include each and every gender as the context requires.