

ACXSS DIRECT PARTICIPATION TERMS (ABS MEMBERS)

By enrolling in ACXSS Direct, you (“Customer”) agree to the following terms with ACXSS, LLC (“ACXSS”) in connection with your participation in ABS Vaccines, LLC (“ABS”).

1. Program Overview

ACXSS Direct is a cloud-based platform designed to support purchasing, spend visibility, and financial workflows for healthcare practices. Access to ACXSS Direct is provided as a benefit of participation in the ABS program. Customer acknowledges that subsidized access to ACXSS Direct is supported through ABS program participation and vendor alignment. Customer further acknowledges that ACXSS Direct is provided as part of a broader program designed to optimize purchasing efficiency, vendor alignment, and financial outcomes.

2. Promotional Access

Customer will receive access to ACXSS Direct at no cost for a period of twelve (12) months from the date of enrollment (“Promotional Term”), subject to continued participation in the ABS program.

3. Minimum Participation Requirements

Customer acknowledges that continued eligibility for subsidized or no-cost access to ACXSS Direct is dependent upon meaningful participation in the ABS program. Such participation includes utilization of all available ABS vendor agreements and maintaining purchasing activity through ABS-supported channels.

In order to qualify for continued subsidized access, Customer is expected to:

- Participate across applicable ABS vendor agreements; and
- expected to maintain a minimum purchasing volume of approximately \$100,000 annually (as reasonably determined by ACXSS based on program standards).

ACXSS reserves the right, in its sole discretion, to determine whether Customer meets these participation requirements based on purchasing activity, vendor alignment, and overall engagement.

Failure to meet these expectations may result in transition to standard pricing.

4. Automatic Conversion to Paid Subscription

At the conclusion of the Promotional Term, Customer will automatically be enrolled in a paid ACXSS Direct subscription at a rate of \$99.00 per month, unless ACXSS elects, in its sole discretion, to extend subsidized or no-cost access to the ACXSS direct program based on Customer participation subject to section 3. Customer may cancel prior to the end of the Promotional Term to avoid conversion to paid subscription.

Customer authorizes ACXSS to charge the payment method provided unless canceled in accordance with these terms.

5. Payment Terms

Customer agrees to maintain a valid credit card on file. Monthly fees, if applicable, will be billed automatically. Failure to maintain a valid payment method may result in suspension or termination of access. All fees are non-refundable.

6. Data Rights

Customer acknowledges and agrees that all transactional and operational data generated within the ACXSS platform may be used by ACXSS for any lawful business purpose. ACXSS retains the unrestricted right to aggregate, analyze, commercialize, and otherwise utilize such data, including de-identified and aggregated data for analytics, benchmarking, product development, and commercial offerings. Nothing in these terms limits ACXSS's rights to use such data.

7. Termination

Customer may cancel at any time upon written notice. ACXSS may suspend or terminate access for non-participation in ABS with or without notice for failure to meet program expectations, or non-payment.

8. General

ACXSS Direct is a technology platform and not a group purchasing organization. ABS and ACXSS are separate entities. Participation does not create ownership or equity rights. These terms are governed by the laws of the State of Nevada.

9. Disclaimer of Warranties

ACXSS Direct is provided on an "as-is" and "as-available" basis. ACXSS makes no warranties, express or implied, regarding the performance, availability, or accuracy of the platform.

10. Limitation of Liability

To the fullest extent permitted by law, ACXSS's total liability shall not exceed the fees paid by Customer in the three (3) months preceding the claim.

11. Modifications

ACXSS reserves the right to modify these terms, pricing, and platform features at any time upon notice to Customer via email or platform notification. Continued use of ACXSS Direct following such notice constitutes acceptance of the modified terms.