

END-USER LICENSE AGREEMENT

END-USER LICENSE AGREEMENT FOR THE LAST MILE CONTROL TOWER APP -
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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.

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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.

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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	

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