GENERAL TERMS AND CONDITIONS

1. Introduction. The following terms and conditions (the "Terms and Conditions") are incorporated by reference into the agreement, statement of work, and/or order form (collectively the "Agreement") between you ("Client") and Outcomes Operating, Inc., and/or its subsidiaries and affiliates ("Outcomes"). The Agreement and these Terms and Conditions govern your access to and use of Outcomes' software, solutions, applications, services, and/or other products (collectively, the "Services"). By accessing, or using the Services, Client agrees to these Terms and Conditions. If Client does not agree to these Terms and Conditions, Client must not access or use the Services. Capitalized terms not defined herein shall have the meaning ascribed to such terms in the Agreement. For clarity, the term "Agreement" includes these Terms and Conditions.

2. Services.

   a. If the Services include software, such software may include the following: (i) object code in machine readable form , cloud-based software, or Software-as-a-Service (SaaS) accessible via remote connection, as applicable; (ii) required licenses to any third-party software embedded in the Software; and (iii) all documentation and specifications for the Software.

   b. Subject to the terms and conditions of the Agreement, the following rights and privileges are granted to Client under the License: (a) to use the Software at the Permitted Locations (for on-premise software) or via remote access (for cloud-hosted software), as applicable and (b) to make one (1) copy of the Software, or any part of the Software, in accordance with Client's ordinary course record keeping policies and procedures, where technically feasible and applicable (copying rights apply only to on-premise software). Client may not use the Software, or any copy, modification or merged portion thereof, in whole or in part, except as expressly provided in the Agreement.

   c. Client may not sub-license, assign, or transfer the Services, or any part thereof, including any license(s) associated with the Services, except as expressly provided in this Agreement or with the written consent of Outcomes. Any attempt otherwise to sub- license, assign or transfer any of the rights, duties or obligations hereunder is void. If Client transfers possession of any copy, modification, or merged portion of the Software to another party, Client's license hereunder is automatically terminated.

   d. Client will not: (a) decompile, disassemble, or otherwise reverse engineer any of the Services; (b) attempt to derive the source or object code form of any Service; (c) intentionally remove or materially alter any trademark, copyright, product identification or other proprietary notices contained in or on any Service; or (d) create a derivative work of any part of any Service.

   e. If the Services include software, Client must subscribe to Support Services in order to maintain its license to the software and to use the software. Client's license and access to the software shall automatically terminate, with no further action or notice by Outcomes, in the event the Support Services are terminated (including termination by Outcomes for any reason).

3. Hardware.

   a. New Hardware may be returned for a refund or replacement, provided that Client returns the Hardware to Outcomes within forty-five (45) days of the original shipment date. All items returned must be in the original packaging and in "like new" condition, with all components and accessories that were shipped with the original purchase. No refunds or exchanges will be permitted after the forty-five (45) day window has expired.

   b. Any Hardware that is returned shall be at Client's sole expense and must be sent back to the Outcomes location from which it was shipped.

   c. Unless the Hardware is defective, Client shall pay Outcomes a 20% restocking fee for any items sent back to Outcomes for a refund or replacement (based on the original sales price of the returned items).

   d. The following Hardware related fees are not refundable at any time: all shipping and handling charges, equipment set-up charges, and testing and software installation charges.

   e. Outcomes shall, to the extent permissible, pass through to Client all available original equipment manufacturer warranties on the Hardware.

   f. Client is responsible for maintaining industry-standard security and compliance features and controls on the Hardware and Client's IT network. Additionally, Client shall install all necessary patches and updates for any software installed on the Hardware, including, without limitation, the operating system. Outcomes assumes no responsibility nor liability for any security-related issues, compliance-related issues, patch maintenance, or similar issues related to the Hardware or Client's IT network. In no event shall Outcomes have any obligation or liability to Client for any direct, indirect, incidental, special, exemplary or consequential damages (including, without limitation, any loss of data, revenue or profits or business interruption) or other pecuniary loss arising out of Client's failure to meet its responsibilities in this subsection.

   g. Client shall pay all shipping and handling charges and all taxes, assessments, fees and charges governmentally imposed upon the Hardware.

4. Support Services.

   a. Updates to Services released for general use and covered under this Agreement (the "Updates") will be provided to the Client at no additional charge during the Term of this Agreement. For on-premise deployments, Client agrees to promptly install all such provided Updates, but in no event later five (5) business days from receipt. For cloud-based services, Outcomes will manage and implement Updates. Client acknowledges and agrees that Outcomes shall only be obligated to support the most current released version of licensed Services. Outcomes does not guarantee that it can or will support any

older releases of its licensed Services and reserves the right, in its sole discretion, to (i) charge a surcharge for providing Support Services for discontinued products and/or older versions of licensed Services and (ii) discontinue all forms of support for discontinued products and/or older versions of the Services.

b. The Support Services cover the Services licensed under the Agreement, or as applicable for SaaS Services, support is included as part of the Service subscription, for use on a system that meets the minimum equipment configuration for the licensed Services, as communicated to Client by Outcomes (the "Minimum Equipment Configuration"), and as updated with the Updates and most current licensed software release and any other improvements or modifications furnished to Client under this Agreement. In the event that Client installs the Services or any updated version of the Services on a system that does not meet the Minimum Equipment Configuration for such Services, Client agrees that Outcomes shall not have any responsibility for the performance of the Services on Client's system. If Outcomes agrees, in its sole discretion, to provide Support Services for Services installed on hardware that does not meet the Minimum Equipment Configuration, Outcomes reserves the right to charge and Client agrees to pay a surcharge for providing such Support Services.

c. Support Services do not cover support for software created by third parties nor do they cover equipment and/or peripheral devices attached to the computer or terminals operating the Services. Calls for support where the problem is determined to be a direct or indirect result or consequence of the Services being incorrectly installed, where such installation was not done directly by Outcomes personnel or not in accordance with Outcomes installation instructions, may result in non-covered support charges to Client at Outcomes' then-current hourly support rates.

d. Outcomes may change the terms and conditions associated with the Support Services with prior written notice to Client; such written notice may be provided in generally distributed Outcomes literature such as a newsletter or as an amendment to the Agreement of these Terms and Conditions.

e. Client agrees to install and maintain for the duration of this Agreement a stable high-speed internet connection sufficient to operate the Services as intended and allow Outcomes to provide the Support Services. For cloud-based Services, Client must also maintain a supported web browser with current security updates. Outcomes shall not be liable for any failure, disruption, or degradation of the Services , or for failing to provide Support Services, due to Client's unstable , insufficient , or otherwise compromised internet connection, unsupported browser, or browser configuration issues, including but not limited to issues arising from bandwidth limitations, latency, packet loss, or any other internet-related problems that impede the proper functioning of the Services.

f. Outcomes may interrupt the Services periodically to perform maintenance, including scheduled maintenance windows for cloud-based Services. Outcomes will use reasonable efforts to notify Client prior to the performance of any maintenance. There may be times where Outcomes has to perform emergency maintenance without notice and during peak usage times. Client may not treat any interruption for maintenance as our failure to perform under this Agreement.

5. Confidential Information.

a. "Confidential Information" means any and all non-public technical and non-technical information provided by either party to the other, including but not limited to ideas, sketches, techniques, drawings, works of authorship, models, inventions, know-how, processes, apparatuses, equipment, algorithms, software programs, software source documents, source code, object code, and formulae related to the current, future and proposed products and services of each of the parties, and including, without limitation, their respective information concerning research, experimental work, development, design details and specifications, engineering, financial information, procurement requirements, purchasing, manufacturing, customer lists, investors, employees, business and contractual relationships, business forecasts, sales, merchandising, marketing plans and information the disclosing party provides regarding third parties and any other information a reasonable person would deem to be confidential. The Parties expressly acknowledge and agree that the transactions contemplated by the Agreement and the terms, conditions, and negotiations concerning the same, constitute Confidential Information.

b. Each party agrees: (i) not to use any Confidential Information of the other party for any purpose except in the performance of its obligations under the Agreement or as otherwise expressly permitted hereunder; (ii) to disclose such Confidential Information only to employees (or third party subcontractors permitted under the Agreement) who have a need to know such Confidential Information for purposes of the Agreement and who are under a duty of confidentiality no less restrictive than that set forth herein; (iii) to protect such Confidential Information from unauthorized use, access, publication, or disclosure in the same manner that it protects its own similar Confidential Information, but in no event with less care than a reasonably prudent business would exercise; and (iv) to promptly notify the other party of any actual or potential unauthorized access to or use of Confidential Information.

c. All Confidential Information shall remain the sole property of the disclosing party, and the receiving party shall have no interest in or rights with respect thereto except as expressly set forth in this Agreement.

d. The foregoing restrictions on disclosure shall not apply with respect to any information which: (i) was or becomes generally known or publicly available through no act or failure to act on the part of the receiving party; (ii) is known by the receiving party without restrictions on disclosure at the time of receiving such information as evidenced by its records; (iii) is rightfully furnished to the receiving party without restrictions on disclosure by a third party without a breach of such third party's obligations of confidentiality; or (iv) is required by law to be disclosed by the receiving party, provided that the receiving party gives the disclosing party prompt written notice of such requirement prior to such disclosure.

e. The parties acknowledge and agree that, in the event of any breach of this section, the other party may be irreparably and immediately harmed and unable to be made whole by monetary damages. It is accordingly agreed that the non-breaching party, in addition to any other remedy to which it may be entitled at law or in equity, will be entitled, without notice or bond, to seek temporary restraining orders and permanent injunctions prohibiting disclosure of the Confidential Information by the breaching party and any and all persons acting in concert with the breaching party and/or to compel specific performance of this Agreement.

f. This subsection will survive any termination of the Agreement for a period of three (3) years. Notwithstanding the foregoing, with respect to trade secrets, the obligations of this subsection shall remain in effect for as long as such information shall remain a trade secret under applicable law.

6. Intellectual Property Rights. All title and rights of ownership in the Services, including, without limitation, patents, trademarks, copyrights, service marks, logos, trade names, trade secrets and all other intellectual property rights, belong to, and remain with, Outcomes. No such rights are transferred to Client under the Agreement, except for the License on the terms and conditions set forth herein. If Client provides Outcomes with ideas, suggestions, or proposals ("Feedback"), Client grants Outcomes a perpetual, non-exclusive, worldwide, royalty-free license that is sub-licensable and transferrable, to make, use, sell, have made, offer to sell, import, reproduce, publicly display, distribute, modify, and publicly perform the Feedback.

7. Backup Services. If Client elects to utilize the Outcomes Remote Backup Service or other similar data backup service offered by Outcomes (the "Backup Service"), the following additional terms shall apply with respect to the Backup Service:

a. The Backup Service, including transmission, storage, viewing and retrieval of data and files is subject to a variety of conditions that make such transmission, storage, viewing and retrieval potentially unreliable, and Client acknowledges that the quality and accuracy of Client's data backup services is dependent on the accuracy, quality, and reliability of Client's data. Accordingly, Client's use of the Backup Service is at Client's sole risk. The Backup Service is provided to Client on an "as is" basis. Outcomes disclaims all warranties and conditions, express or implied, arising by law or otherwise, with respect to the Backup Service (including, without limitation, any implied warranties of merchantability, fitness for a particular purposes and non-infringement). Outcomes makes no representation or warranty that: (a) the Backup Service will meet Client's needs; (b) the Backup Service will be timely, error-free, uninterrupted, or virus-free; (c) Client's data and files will not be lost or damaged; or (d) the data on Client's desktop or server will not be lost or damaged. Client acknowledges that any material or data retrieved through the use of the Backup Service is done at Client's choice and risk and that Client will be solely responsible for any damage to its computer system or loss of data that results from the retrieval of such material or data.

b. In no event shall Outcomes have any obligation or liability to Client for the cost or procurement of substitute services or data or for any direct, indirect, incidental, special, exemplary or consequential damages (including, without limitation, any loss of data, revenue or profits or business interruption) or other pecuniary loss arising out of Client's use of the Backup Service or Client's loss of data or files stored therein.

8. Fees; Expenses. Unless otherwise stated in the Agreement, or an exhibit or schedule thereto, Client shall pay: (a) fees for Support Services in advance of the applicable support period; (b) fees for any Hardware at the time Client orders such Hardware and must be paid prior to Outcomes shipping such Hardware to Client; and (c) fees for all Services upon receipt of such Services. Client shall also reimburse Outcomes for all reasonable expenses incurred in accordance with the Agreement. Unless otherwise provided in the applicable Agreement, Client shall pay all fees and expenses within thirty (30) days of receipt by the Client of an invoice from Outcomes. Client shall pay all fees and expenses through automated clearing house ("ACH") with recurring auto-pay, by completing Outcomes' Recurring ACH Registration Form ("ACH Form") at www.outcomes.com/payments prior to receiving Services. Client acknowledges and agrees that Client shall not receive Services until Client completes the ACH Form. Failure to complete the ACH Form shall not relieve Client from the obligation to pay the fees outlined in this Agreement. All invoices shall be in U.S. dollars. A late fee of two percent (2%) per month or the maximum permitted by law, whichever is less, shall be applied to any overdue fee balances. Outcomes reserves the right to increase the fees for the Services, Support Services, Switching, and any other services at any time. Fees are non-refundable.

If Client terminates this Agreement or any applicable order form, statement of work, subscription, or Service prior to the expiration of the applicable Term for any reason other than Outcomes' uncured material breach, Client shall pay Outcomes an early termination fee (the "Early Termination Fee") equal to (a) the average monthly fees related to the Service in any way (including, without limitation, support, transaction and hardware fees) paid or payable by Client for the applicable Service during the twelve (12) month period immediately preceding the effective date of termination (or, if less than twelve (12) months, during the period in which the Service was provided), multiplied by (b) the number of months remaining in the then-current Term. The Early Termination Fee is in addition to, and not in lieu of, any amounts owed through the effective date of termination, is due immediately upon invoice, and represents a reasonable pre-estimate of Outcomes' anticipated damages resulting from early termination and not a penalty.

The fees do not include, and Client must pay, any applicable taxes or applicable third-party fees, including without limitation utility fees, mobile carrier fees, ISP charges, switching fees, telecommunication fees and charges, data plan charges, and foreign exchange fees. To the extent Outcomes is required to pay any such sales, use, excise, or other taxes or other duties or charges, Client shall reimburse Outcomes in connection with its payment of such taxes, duties or charges within thirty (30) days of the date of the invoice. Outcomes may, at Client's expense, take steps to collect the fees Client owes. In no event shall Client pay or be responsible for any taxes imposed on, or regarding, Outcomes' income, revenues, gross receipts, personnel, or real or personal property or other assets.

9. Invoice Dispute. Client may only withhold payment on any invoiced amounts reasonably disputed in good faith under this Agreement. In the event of a disputed invoice, Client shall: (i) provide Outcomes notice of any disputed amounts, including a reasonable explanation to support the withholding of any disputed amounts; and (ii) timely pay all undisputed amounts on the invoice. Any dispute to an invoice must be brought to the attention of Outcomes within thirty (30) days of the date of such invoice, otherwise such invoice will be deemed accepted by Client.

10. Suspension of Services. In the event that Client fails to timely pay an undisputed invoice, Outcomes may suspend Services and/or access to the Services until Client has timely paid all such undisputed invoices.

11. Data Rights for Pharmacy Programs. Notwithstanding any provision or limitation to the contrary, as set forth herein or otherwise (including in any Business Associate Agreement or other agreement between the parties), Outcomes may, as part of the Services offered to Client, provide certain pharmacy programs to Client and its patients, including, without limitation, programs related to patient safety and education, prescription adherence, prescription refills, medication therapy management, clinical trials, medication history, prior authorization assistance, rebate administration, drug rebates, drug coupon and other patient

assistance, and statistical aggregation (the "Pharmacy Programs"). Outcomes may use Client data, including protected health information when necessary and in accordance with the business associate agreement, to provide the Pharmacy Programs to Client. Outcomes may also provide such data to business and sub-business associates of Outcomes to perform services necessary for Pharmacy Programs. Client may opt-out of Pharmacy Programs at any time by providing at least thirty (30) days written notice to Outcomes of its desire to not participate in such Pharmacy Programs.

In addition, Outcomes (or its subsidiaries), contracts with a variety of industry entities to deliver patient centered programs designed to drive adherence, STAR ratings, improved health outcomes, collaborative care and outstanding community pharmacy performance (the "Clinical Programs"). Outcomes may perform patient outreach to Client's patients to drive successful patient adherence, education and outcomes. Clinical Programs sponsored by health insurance companies may require Outcomes to provide patient information related to the health insurance company's beneficiaries to the health insurance company on behalf of Client for payment activities or health care operations. Outcomes may also provide patient information to business and sub-business associates of Client to perform data aggregation services necessary for Clinical Programs. Client may opt-out of Clinical Programs at any time by providing written notice to Outcomes of its desire to not participate in such Clinical Programs.

Client warrants and represents that the Pharmacy Programs and Clinical Programs do not replace (1) core activities provided by such Client to its customers in the normal course of its business, nor (2) any activities which Client must provide pursuant to law, contract, or otherwise. Client further represents and warrants that it has clearly and conspicuously disclosed to patients that Client may share and use their cell phone number with Outcomes and that Client has its patients' express consent to allow Outcomes to use the patients' individually identifying information and protected health information to deliver or cause to be delivered calls and unencrypted messages to such patients, by using an automatic telephone dialing system or an artificial or pre-recorded voice or other means, for any and all purposes, including Pharmacy Programs, Clinical Programs, marketing and advertising care alternatives and other benefits, products, and services that may be of interest. If Client's patients have not provided or withdraw their consent to such calls or messages, Client shall immediately notify Outcomes. Client shall indemnify, defend, and hold harmless Outcomes and its employees, directors, officers, agents, and board members against all claims, fines, losses, penalties, damages, costs and expenses that arise out of, result from or are attributable to Client's breach of the warranty and obligations set forth in this Section. If Client is paid for its participation in a Pharmacy or Clinical Program, the parties acknowledge that the financial remuneration that Client is permitted to receive for its participation is controlled by applicable law and is consistent with fair-market value and based on the services provided. Client further represents and warrants that Client shall include in its notice of privacy practices to Client's patients that Client may provide safety information reported by patients to both Outcomes and Outcomes contracted industry entities including, but not limited to, manufacturers sponsoring Pharmacy Programs and Clinical Programs.

12. Clinical Programs. If Client participates in a Clinical Program(s), Client shall:
   a. Ensure each pharmacy, participating pharmacist(s), and pharmacy staff:
      i. meets all licensing and other requirements to provide program services, and are in good standing with all applicable regulatory boards and licensing agencies, such as a state board of pharmacy; and
      ii. are not excluded by the Office of Inspector General (OIG) or General Services Administration (GSA) from providing services for government sponsored health plans; and
      iii. complete any required training for such Clinical Program(s) provided by Outcomes.
   b. Maintain reasonable general and professional liability insurance appropriate to cover the Clinical Program.

Client agrees that Client has made an independent determination of each patient's need for and the appropriateness of a specific treatment under the Clinical Program and that Client is providing the services based such independent judgment. Client agrees that it is solely liable for the services it provides in a Clinical Program, and waives and releases Outcomes from all claims, liabilities, losses, damages, and injuries incurred by a patient or third-party arising out of a Clinical Program.

13. Collaborative Practice Participation. If Client participates in a collaborative practice program, including vaccine, point-of-care, or engagement (each a "CPA Program"), Client attests that all Client's employees, agents and representatives ("Client Participants") involved in the delivery of such CPA Program hold all applicable federal, state and local licenses or registrations. Client further attests that Client maintains applicable policies and procedures and have documentation regarding certifications and proof of trainings as required by laws, regulations and applicable accreditation standards. Client is solely responsible to ensure all Client Participants providing the services in the applicable CPA Program meet all necessary requirements to provide such services. Client shall notify Outcomes if any of the Client Participants identified as eligible to participate in the CPA Program no longer meet the requirements to participate in the CPA Program. Client agrees that Client has made an independent determination of each patient's need for and the appropriateness of a specific treatment under a CPA Program and that Client is providing the services based such independent judgment. Client agrees that it is solely liable for the services it provides in a CPA Program, and waives and releases Outcomes from all claims, liabilities, losses, damages, and injuries incurred by a patient or third-party arising out of a CPA Program.

14. De-Identified Data. Notwithstanding any provision or limitation to the contrary, as set forth herein or otherwise (including in any Business Associate Agreement or other agreement between the parties), Client expressly authorizes Outcomes and its affiliates to access and use Client data, including protected health information, to the extent necessary for the following purposes: (i) to provide Services to Client under any agreement between Client and Outcomes; (ii) to identify additional service and program opportunities that are or may be available to Client, which may be beneficial to the health care operations of Client, such as adherence programs, and which may be sponsored by health plans, pharmaceutical manufacturers, or other third parties; (iii) to perform studies, analyze data, and create reports related to the operations of Outcomes and/or Client (each such study, analysis, or report, a "Derivative Work"); (iv) to create de-identified information ("De-Identified Information") in accordance with the applicable provisions of 45 C.F.R. § 164.514, and use and disclose such De-Identified Information: (1) for the purposes described in the Agreement; and (2) to fulfill any legal responsibilities of Client and/or Outcomes. Outcomes may also use and disclose such De-Identified Information and/or Derivative Work for any purpose and in any manner consistent with applicable law and may disclose such De-Identified Information to a third party for such third party's own use; provided, however, that: (1) Outcomes will not re-identify De-Identified Information and (2) Outcomes will take reasonable steps to ensure that its workforce, subcontractors and third parties that receive De-Identified Information do not re-identify De-Identified Information. Any De-Identified Information that has been de-identified with respect to PHI in accordance with 45 CFR

§164.514 is "Outcomes Data." Outcomes Data may include, without limitation, analytical reports and statistics regarding usage of the Platform or Services and the efficiencies gained related to use of the Platform or Services. Outcomes shall own all right, title and interest in Outcomes Data.

15. Analytics and Usage Data. Notwithstanding any provision or limitation to the contrary, as set forth herein or otherwise (including in any Business Associate Agreement or other agreement between the parties), Client acknowledges and agrees that Outcomes may, consistent with applicable law, collect, analyze, use, and transmit to third parties data and information related to the use and performance of the Services by Client and its users (including metadata, usage patterns, and operational characteristics) for the purposes of:

a. improving the performance, functionality, and user experience of the Services;
b. developing enhancements, new features, and related products;
c. monitoring and supporting the operation of the Services;
d. developing analytics, benchmarking, insights or other similar data, in aggregated or anonymized form; and
e. supporting quality improvement activities related to healthcare delivery, including identifying trends, improving clinical workflows, facilitating care coordination, and contributing to population health initiatives, provided such use complies with applicable privacy laws and does not identify individual patients unless expressly permitted by the Client or applicable law.

16. Diagnostics. Hardware and Services provided by Outcomes may report various diagnostic data to Outcomes. Diagnostic data is used only to keep the Hardware and/or Services up-to-date and to detect, diagnose, and fix problems, and also make product improvements. This data does not include any protected health information ("PHI"), any other personally identifiable information, or any information unrelated to Outcomes Hardware and/or Services.

17. Outbound Communications. Client is not allowed to use the outbound communication features (including voice and text communications) in the Services for the advertisement, marketing or sale of products or services. Client agrees to take reasonable steps, independent of Outcomes, to stay informed as to applicable state and federal laws as it applies to the use of the outbound communication features of the Services. Client is solely responsible for its use of the outbound communication features. Client warrants that it has received permission from its customers to send voice and text communications to mobile devices. Client affirms that it has not purchased and is not using a customer call list to send outbound communications through the Services.

18. Switching. If Client elects to use the Services to electronically transmit claims to a third-party (e.g., RelayHealth, Change Healthcare, etc.) for payment from payers (each, a "Switch"), the following additional terms and conditions apply:

a. Data Rights. Client grants Outcomes the right to use and transmit Client data to Client's selected Switch on Client's behalf.

b. Payment. Client agrees to pay Outcomes a per claim fee for each claim transmitted to the Switch, at the rate set forth in the Agreement or at Outcomes' current rates.

19. RelayHealth Terms and Conditions. If Client elects to use RelayHealth for its Switch, electronic prescription service ("Surescripts' E-Prescribing Service"), and/or RelayEligibility - Commercial E1 Services (i.e. eligibility services) ("Commerical E1 Service"), the following terms and conditions shall apply:

a. Definitions. For purposes of these flow down terms ("Flowdown Terms"), the following words and terms will have the meanings set forth below.
   i. "Applicable Law" means any and all applicable federal, state, and local laws, common law, rules, and regulations, directives, and guidelines, including but not limited to the Health Insurance Portability and Accountability Act ("HIPAA") and related regulations; the Health Information Technology for Economic and Clinical Health Act ("HITECH") and related regulations; the Anti-Kickback provisions of the Social Security Act and related regulations; and the federal Physician Self-Referral Prohibition provisions of the Social Security Act and related regulations;
   ii. "Confidential Information" means information, whether or not it is reduced to writing or marked, which is disclosed from RelayHealth to Outcomes or Client, in connection with the agreement between Surescripts and RelayHealth, that is (1) nonpublic information, (2) a trade secret under Applicable Law, or (3) is information that a reasonable person in the field should know is confidential or proprietary based on the context or the content of the disclosure.
   iii. "Government" or "Governmental" means any United States local, state, or federal government or governmental authority.
   iv. "Client End User" means an individual, located in the United States or a United States territory, who: (i) is employed by, an active member of the pharmacy staff of, or otherwise performs healthcare services as a legally authorized representative of Client; (ii) has been provided instructions by Client regarding the Surescripts Services and these terms; and (iii) is properly and duly licensed, registered, or is otherwise authorized with the appropriate Governmental authority to perform the applicable healthcare services, as required by Applicable Law.
   v. "Private Information" means: (i) Nonpublic Personal Financial Information and, as applicable, Nonpublic Personal Health Information, as defined by the Gramm-Leach-Bliley Act; or (ii) any data or information that: (1) relates to an individual, and (2) identifies or can reasonably be believed to form the basis for identifying an individual (such as, but not limited to, an individual's name, postal address, e-mail address, telephone number, date of birth, Social Security number, driver's license number, financial account number, or any other unique identifier), in each case, that is provided to RelayHealth by Surescripts pursuant to the Agreement. Private Information does not include Protected Health Information ("PHI"), as defined under HIPAA and related regulations, created, or received on behalf of, or received from Surescripts.
   vi. "Service Levels" means the qualitative and quantitative performance standards applicable to the Surescripts Services as set forth in the Surescripts Network Operations Guide.
   vii. "Surescripts Data" means any data or information relating to Surescripts, or its services or operations, provided to Client by or on behalf of Surescripts, including statistics collected by Surescripts regarding transactions processed by the Surescripts Network, test data, test cases, configuration information, and problem description and resolution information.
   viii. "Surescripts Materials" means the Implementation Guide, the Surescripts Network Operations Guide, the Surescripts Style and Usage Guide, the CA Certification Practices Statement, and other materials that Surescripts provides or makes available to Client, through RelayHealth or Outcomes, to enable its participation in the Surescripts Network for the Surescripts Services, as such materials may be further developed or modified by Surescripts

from time to time. For Customers accessing the Surescripts' E-Prescribing Service, the Surescripts Materials shall also include the Surescripts Certification Guide, the Surescripts Network Certification Requirements document, and the Directory Guide.

ix. "Surescripts Network" means the Surescripts proprietary technology for a secure, nationwide, interoperable health information infrastructure, including Surescripts Materials, interfaces, functionality, and transaction maps made available by Surescripts to RelayHealth for resale to Clients pursuant to this these Flowdown Terms, as such infrastructure may be further modified or developed by Surescripts from time to time.

x. "Surescripts Services" or "Services" means those services provided by Surescripts.

xi. "Treatment" has the same meaning as set forth in 45 C.F.R. § 164.501 and as may be amended from time to time.

b. Terms.

i. Customer Agreements. Client expressly acknowledges that their agreement with Outcomes is subject to and subordinate in all respects to the terms and conditions of the agreement between Outcomes and RelayHealth.

ii. Termination. Notwithstanding anything in the Agreement to the contrary, RelayHealth may terminate the Commercial E1 Service or the Surescripts' E-Prescribing Service immediately in the event that Surescripts is no longer performing the Commercial E1 Service or the Surescripts' E-Prescribing Service or the terms of the agreement between RelayHealth and Surescripts pursuant to which RelayHealth may provide the Commercial E1 Service or the Surescripts' E-Prescribing Service are no longer in force or effect. In such event, RelayHealth will notify RelayHealth Customer as soon as reasonably practicable.

iii. Changes Required by Surescripts. If Surescripts makes any addition or modification to the Surescripts Network that is not required to comply with Applicable Law, Client shall complete, or use reasonable commercial efforts to require its Client End Users (if applicable) to complete, any and all corresponding additions and modifications required to be made to the software as a result of the change to the Surescripts Network within: (i) six (6) months after the date of Surescripts' sending of written notice of such change to RelayHealth or (ii) such later date as mutually agreed upon by Surescripts and RelayHealth.

iv. Surescripts Materials. To the extent applicable, Client shall fully comply with the terms and conditions of the Surescripts Materials.

v. Message Transmission. Client and Client's End Users (if applicable) shall conduct identity proofing and authentication sufficient to comply with the Surescripts Materials, Applicable Law, and industry standards to Surescripts' reasonable satisfaction to confirm that all messages transmitted via the Surescripts Network originate from Client and Client's End Users who are licensed to use the application for the Service(s) for which Surescripts has certified the application, and who are registered (directly or indirectly) with RelayHealth.

vi. Customer Audit. Client shall allow Outcomes, RelayHealth, and/or Surescripts, itself or through its designee, to access, inspect, and audit records of Client's use of the Surescripts Network, Services, Surescripts Data, and data or information provided by Participants, including, but not limited to, a copy of the business associate agreement between Outcomes and Client for the purpose of verifying adherence to Service Levels or compliance with other terms and conditions of these Flowdown Terms. Any such inspection or audit may be performed not more than once annually during Client's regular business hours. Any expenses of any such inspection or audit shall be paid by the party conducting such inspection or audit.

vii. Distribution Limitations. Client may not distribute the Services, and any attempt at the distribution of the Services from Client to its customers shall be null and void and have no effect.

viii. Patient Consent and Authorizations. Client and Client's End Users shall transmit information pursuant to the applicable Surescripts Service in accordance with the Surescripts Materials for the particular Service and in accordance with Applicable Law. Client and Client's Users shall ensure that all patient consents and/or authorizations required by Applicable Law have been obtained prior to requesting, providing, or accessing any of the Services or information through the Surescripts Network and that Client's End Users have certified to such. Client acknowledges that Data Sources may impose additional privacy and patient consent policies on the delivery of Private Information and/or PHI through the Surescripts Network, which shall be communicated to Client by Outcomes or RelayHealth, and Client shall implement such policies.

ix. Covered Entities and Business Associates. If Client is a covered entity, then Client shall comply with Applicable Law to the extent applicable.

x. Protection of Confidential Information. Client shall maintain the confidentiality of Surescripts' Confidential Information and maintain the confidentiality of Surescripts' Confidential Information with no less than a reasonable degree of care.

xi. No Substitution for Written Prescription or Documentation. The Surescripts Network is not intended to serve as a replacement for: (i) a written prescription where not approved as such by the appropriate Governmental authorities or where such written prescription is required for record keeping purposes; or (ii) applicable prescription documentation. Use of the Surescripts Network is not a substitute for a health care provider's standard practice or professional judgment. Any decision with regard to the appropriateness of Treatment, or the validity or reliability of information, is the sole responsibility of a patient's health care provider.

xii. Compliance with Applicable Law. Client and Client's End Users shall perform their obligations under these Terms in a manner that complies with Applicable Law.

xiii. Indemnification. Client shall indemnify, defend, and save harmless RelayHealth, Surescripts, Outcomes and, as applicable to the Commercial E1 Service, the Data Sources from and against any and all loss, damage or expense (or claims of damage or liability) asserted against RelayHealth, Surescripts or the Data Sources by third parties arising out of any breach by Client or Client's End Users of any of the Flow Downs Terms. For the avoidance of doubt, the indemnification obligations outlined in the preceding sentence shall not be subject to any limitation of liability otherwise provided for in the Agreement.

c. Electronic Prescription Services Terms: In addition to the terms in subsections a and b of this Section, the following terms shall apply if Client uses Surescripts' E-Prescribing Service. These terms do not apply to the Commercial E1 Service.

i. Prohibition on Reconfiguration by Client. Client shall not reconfigure or disable any portion of a software that is certified by Surescripts.

ii. Directory Information. Client shall identify an administrator or similar person to obtain any applicable training and to assume responsibility for the accuracy and integrity of data provided by Client, in the Surescripts directories. Client hereby provides a royalty-free license to Surescripts to all directory and directory-related information (that is not PHI of RelayHealth or Client) on Client and Client's End Users that shall come to reside within the Surescripts Network database as related to the Surescripts E-Prescribing Services, whether provided by or on behalf of RelayHealth or Client which Surescripts may use solely for purposes of providing services to Participants and in operation of the Surescripts Network.

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iii. Availability of Network Participants. Surescripts makes no representation or warranty regarding the availability through the Surescripts Network of any Participant in the Surescripts Network. At any time, Participants in the Surescripts Network may be added to or deleted from the Surescripts Network and such changes may occur without prior notice to Client.

iv. Other Use Limitations. Client shall not use, disclose, capture, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided by Surescripts in connection with the Services provided under this Agreement, except as expressly authorized in this Agreement.

v. Limitations of the Surescripts Network. Surescripts uses available technology to match patient identities with their health plan and/or pharmacy benefit manager. Because patient information is maintained in multiple places, not all of which are accessible to Surescripts, and because not all patient information is kept in a standard fashion or is regularly updated, it is possible that false matches may occur or that there may be errors or omissions in the matching process. Therefore, any treating physician or other healthcare provider or facility should verify the information with each patient and/or the patient's representatives before such information is relied upon or utilized in diagnosing or treating the patient. Surescripts is not a health plan, a healthcare provider or prescriber. Surescripts does not and cannot independently verify or review the information transmitted through the Surescripts network for accuracy or completeness.

d. RelayHealth Commercial E1 Service Terms and Conditions. In addition to the terms in subsections a and b of this Section, the following terms apply if Client uses the Commercial E1 Service. These terms do not apply to the Surescripts' E-Prescribing Service.

i. Definitions. For purposes of this Section terms, the following words and terms will have the meanings set forth below. "Data Sources" means all PBM Data Sources and Pharmacy Data Sources and any other third-party data providers, such as health plans, that have entered into written agreements with Surescripts, either directly or indirectly, in order to allow access through the Surescripts Network to information in its possession. "PBM Data Source" means a pharmacy benefit manager, health benefit payor or administrator, or other similar entity which has entered into a written agreement with Surescripts to allow access through the Surescripts Network to information in its possession. "Pharmacy Data Source" means a pharmacy, pharmacy chain, or a pharmacy technology vendor that aggregates information on behalf of pharmacies, or other similar entity which has entered into a written agreement with Surescripts to allow access through the Surescripts Network to information in its possession.

ii. Data Source Participation and Limitation. Client agree that any Data Source, in its sole discretion, may elect not to send or receive messages transmitted to or from RelayHealth via the Surescripts Network. To the extent applicable, Client shall not use the Surescripts Network or Surescripts Data to compete with the Data Sources in their pharmacy benefit manager business.

iii. Availability of Data Sources. Neither Outcomes, RelayHealth, nor Surescripts make any representation or warranty regarding the availability through the Surescripts Network of any particular Data Source or other Participant in the Surescripts Network, and all Data Sources are provided on an "as is" and "as available" basis. At any time, Data Sources or other Participants in the Surescripts Network may be added to or deleted from the Surescripts Network or may limit Client access to their data, and such changes may occur without prior notice to Client.

iv. Limitations of the Surescripts Network. Surescripts uses available technology to match patient identities to provide the Surescripts Services in accordance with these terms. Because patient information is maintained in multiple places, not all of which are accessible to Surescripts, and because not all patient information is kept in a standard fashion or is regularly updated, it is possible that false matches may occur or that there may be errors or omissions in the information provided by Surescripts from Data Sources. Therefore, Client agrees that Client is solely responsible to independently verify the information through other means with each patient (or the patient's representatives, as applicable) before relying on or using such information for diagnosing or treating the patient. Client disclaims and releases Outcomes, RelayHealth and Surescripts from all liability associated with such use. Outcomes, RelayHealth, and Surescripts are not a health plan, health care provider, nor prescriber. Surescripts and Outcomes do not and cannot independently verify or review the information transmitted through the Surescripts Network for accuracy or completeness. Pursuant to the foregoing, Client acknowledge that the information provided by Surescripts from Data Sources may not be complete or accurate, and that neither Surescripts, RelayHealth, Outcomes, nor any Data Source provides any representations or warranties with respect to the accuracy or completeness of such information, and Client releases and shall indemnify, defend, and hold harmless Outcomes, RelayHealth, Surescripts and the Data Sources from any liability, cause of action, or claim related to the completeness or lack thereof of such information. Client shall confirm the accuracy of such information with his/her/its patient prior to providing any medical services, and Client shall use his/her/its professional judgment in the provision of care.

v. Other Use Limitations. Client shall not use, disclose, capture, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided by Data Sources or by Surescripts in connection with the Services provided under this Agreement, except as expressly authorized in this Agreement.

vi. Use of Data by RelayHealth Customer. If Client has pharmacy benefit manager operations, then Client shall maintain all data and information provided by Data Sources on a partitioned server on the non-pharmacy benefit manager side of an internal firewall that is separated or "walled off" from all other pharmacy benefit manager activities. In addition, Client shall not use the data or information provided by Data Sources to promote or encourage RelayHealth or its Pharmacy Distribution Channel to maintain pharmacy benefit manager services or to augment RelayHealth or its Pharmacy Distribution Channel's own eligibility or medication history records. Nothing in these Customer Terms is intended to restrict the use of data or information provided by Data Sources and obtained or sent through the Surescripts Network once such data or information has become a part of a patient's permanent record.

vii. Restrictions. Client and Client's End Users may only request, access, initiate, and use Eligibility for Pharmacy Services for the Treatment event of dispensing a specific prescription for a specific patient. For the avoidance of doubt, Client and Client's End Users are explicitly prohibited from requesting, accessing, initiating, or utilizing the information provided by Eligibility for Pharmacy Services for supporting, enabling, or conducting any of the following: performing analytics; population analytics; derivative data products; insurance marketing; pharmaceutical marketing; enabling other third-party commercial E-1 or other third-party eligibility to pharmacy services; marketing to or producing products for health plans; supporting (via benefit investigations or any other means) life sciences or pharmaceutical company sponsored patient support programs; or for any other commercial purpose, including enhancing its own or other third party services.

20. FairCom Terms and Conditions. If Client's use of the Services utilizes the FairCom database software (the "FairCom Technology"), the following additional terms and conditions shall apply:

a. Deployment. Each copy of FairCom Technology deployed will be authorized for use in one (1) single instance, either on a physical machine or in a virtual machine.

b. Export Restrictions. Access to and deployment of FairCom Technology is granted with the specific understanding and requirement that responsibility for ensuring full compliance with all applicable U.S. and foreign export laws and regulations is being undertaken by Client. This includes an obligation to ensure that any individual receiving access who is not a U.S. citizen or permanent U.S. resident is permitted access under applicable U.S. and foreign export laws and regulations. In the event Client is uncertain whether Client may lawfully obtain access to the FairCom Technology or Deploy any file created with the FairCom Technology, Client acknowledges its obligation to consult with legal counsel to determine whether access is lawful. Client understands and acknowledges its obligations to make a prompt report to FairCom and the appropriate authorities regarding any access to or use of the FairCom Technology or any file created with the FairCom Technology that may be in violation of applicable U.S. or foreign export laws or regulations. Client will hold FairCom and Outcomes harmless for any breach by Client of any U.S. or export laws and regulations.

c. Warranty. FairCom Technology is licensed "as is" and FairCom disclaims any and all warranties, whether express or implied, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose to all persons or users.

d. Liability. Client unconditionally, irrevocably and completely releases FairCom from any and all liability, damages or claims.

e. Limited Use. FairCom Technology is authorized for use only with the Services. Renting, leasing or sharing of FairCom Technology is prohibited. Redistribution of FairCom Technology in any form or for any purpose is prohibited.

f. Notification. Use of FairCom Technology is subject to a separate license agreement between Outcomes and FairCom, including all the terms, conditions, limitations, restrictions and disclaimers therein; provided, however, that Client's acceptance of these terms and conditions does not make Client a third-party beneficiary thereof and cannot enforce the terms of the agreement between FairCom and Outcomes.

21. Medicare Plan Finder Tool Terms and Conditions. If Client's use of the Services utilizes the Medicare Plan Finder Tool subscription (the "Medicare Plan Finder"), the following additional terms and conditions shall apply:

a. Client acknowledges that Client is familiar and shall comply with the requirements stated in 42 C.F.R. §§ 422 et seq. (Medicare Advantage Program) and 42 C.F.R. §§ 423 et seq. (Voluntary Medicare Prescription Drug Benefit), including the limitations on the marketing to or steering Client customers to particular Medicare Advantage or prescription drug plans. Client agrees to keep informed of and abide by all relevant federal and state regulations and all marketing guidelines established by the Centers for Medicare and Medicaid Services ("CMS").

22. Oracle Terms and Conditions. If Client's use of the Services utilizes the Oracle database software (the "Oracle Technology"), the following additional terms and conditions shall apply:

a. Client shall limit the use of the Oracle Technology to the legal entity that executed the underlying agreement with Outcomes.
b. Client shall restrict its use of the Oracle Technology to the scope of the application package and to the internal business operations of Client. Client may permit its agents or contractors (including, without limitation, outsourcers) to use the application package on Client's behalf for Client's internal business operations as described above, subject to the terms of the Agreement. For an application package that includes programs that are specifically designed to facilitate interactions between Client and the Client's customers and suppliers, Client may permit its customers and suppliers to use the application package in furtherance of such interactions subject to the Agreement. Client shall be responsible for its agent's, contractor's, outsourcer's, customer's and supplier's use of the application package and compliance with the Agreement.
c. Oracle or its licensor shall retain all ownership and intellectual property rights to the Oracle Technology.
d. Client is prohibited from assigning, giving, or transferring the Oracle Technology and/or any services ordered or an interest in them to another individual or entity (in the event the end user grants a security interest in the programs and/or any services, the secured party has no right to use or transfer the programs and/or any services).
e. Client shall not (a) use the programs for rental, timesharing, subscription service, hosting, or outsourcing; (b) remove or modify any program markings or any notice of Oracle's or its licensors' proprietary rights; (c) make the programs available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license); and (d) receive title to the Oracle Technology or pass any such title to any other party.
f. Client shall prohibit the reverse engineering (unless required by law for interoperability), disassembly or decompilation of the programs (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs) and prohibit duplication of the programs except for a sufficient number of copies of each program for Client's licensed use and one copy of each program media.
g. To the extent permitted by applicable law, Oracle shall not be liable for (a) any damages, whether direct, indirect, incidental, special, punitive or consequential, or (b) any loss of profits, revenue, data or data use, arising from the use of the programs.
h. Should Client's use of the Services no longer utilize the Oracle Technology or upon termination of the Agreement, Client shall discontinue use and destroy or return to Outcomes all copies of the programs and documentation.
i. Client shall not publish any results of benchmark tests run on the Oracle Technology.
j. Client shall fully comply with all relevant export laws and regulations of the United States and other applicable export and import laws to assure that neither the programs, nor any direct product thereof, are exported, directly or indirectly, in violation of applicable laws.
k. Client acknowledges and understands the Oracle Technology is subject to a restricted license and can only be used in conjunction with the application package.
l. Client agrees that Outcomes may (i) audit, or assign to Oracle the right to audit, Client's use of the programs, (ii) require Client to provide reasonable assistance and access to information in the course of such audit. Outcomes may report the audit results to Oracle. Neither Outcomes nor Oracle shall be responsible for any of Client's costs incurred in cooperating with the audit.

m. The parties designate Oracle as a third party beneficiary of the Agreement.
n. Client shall (i) exclude the application of the Uniform Computer Information Transactions Act and (ii) inform the end user that some programs may include source code that Oracle may provide as part of its standard shipment of such programs, which source code shall be governed by the terms of the end user license agreement.
o. Third party technology may be appropriate or necessary for use with the Oracle Technology and may be specified in the Oracle Technology documentation or in other documentation provided by Outcomes. Such third party technology is licensed to the Client only for use with the Oracle Technology under the terms of the third party license agreement specified in the Oracle Technology documentation or as otherwise specified by Outcomes and not under the terms of the Agreement.

23. VrxAssist Term. The initial term for VrxAssist is six (6) months. Client's VrxAssist subscription will automatically renew for an additional six (6) month term unless terminated in any manner outlined in the Agreement or these Terms and Conditions.

24. Rx30 Cloud Deployment. For Clients utilizing Rx30 via cloud deployment, Client must operate the Services on a Windows operating system version currently supported by Microsoft. Additionally, Client must maintain a high-speed internet connection sufficient enough to support uninterrupted access to the Services. Outcomes shall not be responsible for performance issues arising from unsupported operating systems or inadequate internet connectivity. These requirements are considered part of the Minimum Equipment Configuration, as defined in Section 4(b), and failure to meet them may result in limited or surcharge-based Support Services as described therein.

25. Acceptable Use. Client agrees not to: (a) use the Services for service bureau or time-sharing purposes or in any other way allow third parties to exploit the Services; (b) provide Client's passwords or other log-in information to any third party; (c) share non-public features or content of the Services with any third party; or (d) access the Services in order to build a competitive product or service, to build a product using similar ideas, features, functions or graphics of the Services, or to copy any ideas, features, functions or graphics of the Services. In the event that Outcomes suspects any violation of these requirements, Outcomes may suspend Client's access to the Services without advanced notice, in addition to any other remedies Outcomes may have. Outcomes is not required to take any action for suspected violations, but may take any action that Outcomes sees fit. Client understands and agrees that the Services is merely a tool for informational purposes only and does not, and is not intended to, replace or supersede Client's individual analysis or responsibility to independent judgment in administering services to its patients.

26. Unauthorized Access; Export. Client agrees to take reasonable steps to prevent unauthorized access to the Services, including protecting Client's passwords and log-in information. Client also shall not permit any third party to access or use the Services in violation of any U.S. law or regulation. If Client suspects or knows of any unauthorized access or use of the Services, Client shall notify Outcomes immediately so that Outcomes may take action to stop any security breach. Client is responsible and liable for any use of the Services through Client's account whether authorized or unauthorized. Client will not export any Services, including software, that Outcomes provides or otherwise remove it from the United States except in compliance with all applicable U.S. laws and regulations. Without limiting the generality of the foregoing, Client will not permit any third party to access or use the Services in, or export such Services to, a country subject to a United States embargo (presently, Cuba, Iran, North Korea, Sudan, and Syria).

27. Termination for Material Breach or Harassment and Abuse. Outcomes or Client may terminate the Agreement in its entirety upon written notice to the other in the event that the other party is in default of the performance of any material obligation imposed under this Agreement and the default has not been substantially cured within thirty (30) days following receipt by the defaulting party of written notice of default (each, an "Event of Default"). An Event of Default specifically includes, but it not limited to, a breach of Client's obligations to pay for the Services.

Further, Outcomes is committed to maintaining a safe and respectful working environment for its employees, contractors, and representatives. Client agrees to treat all Outcomes personnel with courtesy and professionalism. Outcomes reserves the right, in its sole discretion and without liability, to suspend or terminate the Services immediately if Client, its employees, agents, or representatives engage in any conduct that Outcomes reasonably determines to be harassing, abusive, threatening, or otherwise inappropriate toward any Outcomes personnel, including but not limited to verbal or written harassment, abusive language, discriminatory remarks, or intimidation. If Outcomes suspends or terminates the Services for such conduct, then Client shall remain responsible for all fees and charges incurred through the date of suspension or termination.

28. Termination for Insolvency. Either Party may terminate the Agreement without notice if the other Party becomes insolvent, makes or has made an assignment for the benefit of creditors, is the subject of proceedings in voluntary or involuntary bankruptcy instituted on behalf of or against such Party, or has a receiver or trustee appointed for substantially all of its property.

29. Effect of Termination. The termination of the Agreement, whether for breach or otherwise, shall be without prejudice to any claims for damages or other rights against the other party that preceded termination. Any provision of this Agreement which can reasonably be construed to survive the expiration or termination of the Agreement shall survive such expiration or termination and shall not relieve either party of its obligations to observe, keep and perform those surviving provisions.

30. Client Data (Post-Termination). In the event the Agreement is terminated, Outcomes shall provide Client, in a mutually agreeable industry standard format, with electronic access to all prescription drug order files, including refill information and patient medication records.

31. Product Functionality. Outcomes warrants that the Services possesses the functional capabilities described in the documentation for such Services and shall operate in accordance with such documentation in all material respects.

32. No Viruses. Outcomes warrants that, to the best of Outcomes' knowledge, the Services do not contain any viruses, key locks, back doors, trap doors, worms, trojan horses, timers or other disabling devices (collectively, "Non-Beneficial Code"). Outcomes further warrants that Outcomes and Outcomes personnel shall not knowingly insert any, or allow any other party to insert any, Non-Beneficial Code into the Services.

33. Compliance with Applicable Laws. Outcomes warrants that it shall perform its obligations under the Agreement in a manner that complies with all applicable federal and state laws, rules, regulations and standards (collectively, "Applicable Laws"). Client warrants and agrees to comply with all Applicable Laws, including without limitation, laws governing the protection of personally identifiable information, protected health information and other laws applicable to the protection or communication of Client's data or information. Client understands and agrees that the Services are merely a tool for informational purposes only and does not, and is not intended to, replace or supersede Client's individual analysis or responsibility to independently understand and comply with Applicable Laws. Client should contact its attorney to obtain legal advice with respect to any particular legal matter.

34. Business Associate Agreement. Outcomes and Client agree to comply with the terms of the business associate agreement ("Business Associate Agreement") executed by both parties. If Outcomes and Client do not have a written and signed Business Associate Agreement, both Outcomes and Client acknowledge and agree that the Business Associate Agreement set forth at https://www.outcomes.com/terms applies.

35. Services Content; Third-Party Content. Outcomes does not provide any warranty with respect to any content in the Services, including third-party content included within the Services, including, without limitation, content related to drug utilization or other clinical content (the "Clinical Content"). The Clinical Content should not be considered complete and should not be used in place of consultation or advice from a physician, pharmacist, or other healthcare professionals. The Clinical Content is intended to supplement the knowledge of physicians, pharmacists, and other healthcare professionals regarding drug therapy problems and patient counseling information. This information is advisory only and is not intended to replace sound clinical judgment in the delivery of healthcare services. Further, the pricing information contained in the Services is merely an aid to Client regarding comparable pricing in the marketplace, and no warranty is made as to its completeness or accuracy, which could be further degraded in the event Client fails to ensure regular software updates via the Internet.

36. Indemnity. Outcomes shall indemnify, defend, and hold harmless Client against all liabilities, damages, and losses resulting from any suit, claim (a "Claim") alleging that Client's use of Outcomes' intellectual property violates or infringes a third-party's intellectual property rights; provided, however, that Outcomes shall have no obligations under this Section with respect to claims to the extent arising out of (a) any instruction, information, designs, specifications, or other materials provided by Client to Outcomes; (b) Client's use of the Services in combination with any materials or equipment not supplied to Client or specified by Outcomes in writing; or (c) any modifications or changes made to the Services other than by Outcomes. Outcomes' obligations under this Section are further conditioned on Client: (a) promptly notifying Outcomes in writing of the Claim, provide such notice shall not exceed thirty (30) days after Client becoming aware of the Claim; (b) giving Outcomes sole authority, at the Outcomes' expense, to direct and control the defense and any settlement and compromise negotiations; provided, however, that Client shall have the right to participate at Client's expense in settlement and compromise negotiations; and (c) providing Outcomes with such disclosure and assistance of Client as may be reasonably required to defend any such Claim.

Client shall indemnify, defend, and hold harmless Outcomes against all liabilities, damages, losses, costs or expenses resulting from any suit, claim, or proceeding (a "Claim") relating to or arising out of (i) Client's violation of applicable law; (ii) Client's breach of this Agreement; and/or (iii) any acts, misconduct, errors, mistakes or omissions of Client (including the acts, misconduct, errors, mistakes and omissions of Client's officers, employees, agents, or any tier of subcontractor or person for which Client may be legally liable) in connection with the performance of any of the Client's duties or obligations under this Agreement, except to the extent that such claims, liabilities, damages, judgments or other losses arise from the bad faith or willful misconduct Outcomes. Client shall not settle any Claim on any terms or in any manner that adversely affects the rights of Outcomes without Outcomes' prior written consent, which shall not be unreasonably withheld. Outcomes may participate in and observe the proceedings at its own cost and expense with counsel of its own choice.

37. Disclaimer. **TO THE EXTENT PERMITTED BY LAW, THE WARRANTIES EXPRESSLY SET FORTH IN THESE TERMS AND CONDITIONS CONSTITUTE THE ONLY WARRANTIES OF THE PARTIES AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. THE SERVICES ARE LICENSED FOR USE "AS IS," AND WITH ALL FAULTS AND DEFECTS. OUTCOMES DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE PROGRAMS WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE PROGRAM WILL BE UNINTERRUPTED, SECURE, OR ERROR FREE. OUTCOMES SPECIFICALLY DISCLAIMS ANY LIABILITY FOR ANY ACTIONS RESULTING FROM CLIENT'S USE OF ANY SERVICES. CLIENT AGREES THAT ITS USE AND ACCESS OF THE SERVICES IS AT CLIENT'S OWN DISCRETION AND RISK, AND CLIENT IS SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE AND ACCESS OF ANY SERVICE.**

38. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE TO THE OTHER FOR ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, OR INDIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, LOSS OF BUSINESS, LOSS OF GOODWILL, LOSS OF USE OR LOSS OF DATA), ARISING FROM OR RELATING TO ANY THEORY OF LIABILITY, INCLUDING BREACH OF THIS AGREEMENT, NEGLIGENCE, OR OTHER TORTIOUS ACT, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT WITH RESPECT TO CLAIMS RELATING TO SECTION 5 (CONFIDENTIAL INFORMATION), SECTION 6 (INTELLECTUAL PROPERTY RIGHTS), AND CLIENT'S INDEMNIFICATION OBLIGATIONS, UNDER NO CIRCUMSTANCES WILL THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY EXCEED, IN THE AGGREGATE, THE FEES ACTUALLY PAID OR OWED BY CLIENT TO OUTCOMES UNDER THE AGREEMENT IN THE TWELVE (12) MONTHS PRECEDING ANY CLAIM.

39. Binding Agreement. The parties hereto warrant and represent that upon execution hereof, the Agreement shall be a legal, valid and binding obligation on them and shall be enforceable against them in accordance with its terms. The Individuals signing the Agreement warrant and represent that they are duly authorized to sign the Agreement on behalf of the parties hereto.

40. Waiver. The failure to comply with or to enforce, including a delay in enforcement, any term, remedy, right, provision, or condition of the Agreement or law, whether by conduct or otherwise, including a Party's acceptance of and payment for services, shall not constitute or be deemed a waiver of any other

provision hereof; nor shall such failure to comply with or to enforce any term, provision, or condition hereof constitute or be deemed a release or continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

41. Amendments. Outcomes may amend these Terms and Conditions from time to time and, by continuing to use or access the Services, Client agrees to be bound by such amended terms, even if made after the Effective Date of the Agreement. A copy of such amended Terms and Conditions shall be made available to Client at www.outcomes.com/terms.

42. Notices. All notice, consents, waivers or other communications required or permitted to be given under the terms of the Agreement must be in writing and will be deemed to have been delivered: (i) upon receipt, when delivered personally; (ii) one (1) business day after deposit with a reputable overnight courier service; or (iii) three (3) business days after the mailing of the notice by United States Postal Service certified or registered mail, return receipt requested, in each case properly addressed to the party to receive the same. The addresses for such communications shall be to the respective addresses of the parties as set forth in the Agreement, or at such other address as such parties shall have furnished in writing pursuant to this section.

43. Severability. Should any part, term, or provision of the Agreement be declared to be invalid, void, or unenforceable by a court or governmental authority of competent jurisdiction, all remaining parts, terms, and provisions hereof shall remain in full force and effect, and shall in no way be invalidated, impaired, or affected thereby. Such provision or provisions shall be reformed without further action by the parties, but only to the extent necessary to make such provision or provisions valid and enforceable when applied to such particular facts and circumstances, and the remainder of this Agreement shall continue in full force and effect.

44. Assignment. Neither party may assign, sell, transfer, pledge, or encumber any of its rights or delegate it's duties or obligations under the Agreement without the prior written consent of the other party; provided, however, that Outcome may assign the Agreement to: (i) a parent, subsidiary or affiliate who agrees to be bound by the terms of the Agreement; and (ii) a successor-in-interest in the event of a merger (by operation of law or otherwise) or a sale of all or substantially all of its assets. The Agreement shall inure to and bind all permitted successors, assigns, receivers and trustees of the respective parties hereto.

45. Applicable Law and Venue. The Agreement shall be governed by the laws of the State of Florida without regard to its conflict of laws provisions or the 1980 United Nations Convention on Contracts for the International Sale of Goods. Any judicial proceeding brought with respect to the Agreement must be brought and maintained in any federal or state court of competent jurisdiction in Orange County, Florida. By execution and delivery of the Agreement, each Party accepts, generally and unconditionally, the exclusive jurisdiction and venue of such courts and any related appellate courts, expressly waive the right to transfer or remove any such action, and irrevocably agrees to be bound by any judgment rendered thereby in connection with this Agreement.

46. Arbitration. Any controversy or claim arising out of or relating to the Agreement or these Terms and Conditions, or the validity or breach thereof, shall be settled exclusively by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The decision of the arbitrator, or a majority of the arbitrators if applicable, shall be final and binding and there shall be no appeal therefrom.

47. Subject Headings; Construction. The subject headings of the sections, paragraphs, and subparagraphs of the Agreement are included herein solely for the purposes of convenience and reference, and shall not be deemed to explain, modify, limit, amplify, or aid in the meaning, construction, or interpretation of any of the provisions of the Agreement. The Parties agree that the terms of this Agreement result from negotiations between Outcomes and Client. The Agreement will not be construed in favor of or against Outcomes or Client by reason of authorship.

48. Attorney's Fees and Court Costs. If either party brings an action against the other to enforce any condition or covenant of the Agreement, each party shall be individually responsible for its own court costs and attorney's fees.

49. Relationship of the Parties. None of the provisions of the Agreement are intended to create, and none shall be deemed or construed to create, any relationship between the parties, other than that of independent contractors. This Agreement shall not create the relationship of employer-employee, agency, partnership, or joint venture. Neither party shall have the right or power in any manner to unilaterally obligate the other to any third party, whether or not related to the purpose of this Agreement. Unless otherwise expressly stated otherwise in the Agreement, nothing contained in the Agreement shall be construed as creating an exclusive relationship between the parties.

50. No Third-Party Beneficiaries. The Agreement benefits solely the Parties to the Agreement and their respective permitted successors and assigns and nothing in the Agreement, express or implied, confers on any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of the Agreement.

51. Entire Agreement. The Agreement, including any attachments such as a Statement of Work, Order Form, or exhibits, contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, whether written or oral, relating to such subject matter.

52. Force Majeure. Neither party shall be liable or deemed to be in default for any delay or failure in performance under the Agreement or interruption of service resulting, directly or indirectly, from acts of God, civil or military authority, labor disputes, shortages of suitable parts, or any similar cause beyond the reasonable control of the parties (each, a "Force Majeure Event"). Notwithstanding the foregoing, in the event a Force Majeure Event continues for more than thirty (30) days, the party not experiencing the Force Majeure Event shall have the right to terminate the Agreement.

53. Privacy. The privacy policy at http://www.outcomes.com/privacy-policy/ governs any personal information Client provides Outcomes. By using the Services, Client agrees to the terms of the privacy policy. If Client uses an application as part of the Services, Client agrees to the terms of the app privacy policy at https://www.outcomes.com/app-privacy-policy.

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54. Data Authorization. Client authorizes Outcomes to receive Client data from its practice management system or any third party that Client has authorized to gather, collect, store or otherwise maintain Client data, including protected health information.

55. Data Sharing. If Client's access or use of the Services is granted or otherwise obtained through any additional agreement (for example, through an agreement with a group purchasing organization or pharmacy services administrative organization or as part of a technology rebate program), Client authorizes Outcomes to share Client data, subject to appropriate confidentiality restriction, with such third party in order to assist Client participation in the program through which the services are provided.

56. MTM Network Providers. If a Client uses the reporting solutions on Outcomes' platform and/or participating in Outcomes network of medication therapy management providers, Client agrees to the terms and conditions set forth in the MTM Network Provider Agreement available at: www.outcomes.com/terms

57. AI Usage. Client acknowledges that Outcomes may incorporate artificial intelligence ("AI") tools into its operations and systems to enhance productivity, streamline workflows, and support business functions. These AI tools may include natural language models, code generation tools, and advanced data analysis platforms. Outcomes is committed to using AI responsibly and in accordance with all applicable legal, ethical, and compliance obligations. The AI tools adopted by Outcomes are selected to improve operational efficiency while preserving the accuracy, integrity, and security of systems and data. Outcomes uses AI to augment human judgment and outputs are reviewed and validated by qualified personnel as appropriate.

58. RxCo. If Client uses or otherwise participates in any services, including discount card services, provided by Rx.Co Integrations, LLC, including its subsidiaries and affiliates (collectively "RxCo"), Client agrees to the terms and conditions set forth at https://Rx.co/claim-terms.

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