

RelayHealth Intelligent Network Services End User License Agreement

This RelayHealth Intelligent Network Services End User License Agreement (“EULA”) covers services offered by NDCHealth Corporation d/b/a RelayHealth (“**RelayHealth**”) to the Licensee licensing the respective Services set forth on the Order Form (“**End User**”), will be effective upon the effective date of End User’s agreement with Brightree, LLC (“**Brightree**”) into which this EULA is incorporated, and shall terminate upon termination or expiration of the service provision agreement between RelayHealth and Brightree or End User’s license with Brightree. Subject to the terms and conditions of this EULA, Brightree grants the End User a nonexclusive, non-assignable, and nontransferable right to access one or more of RelayHealth’s Intelligent Network, Patient AssistanceRx Services, Pre and Post Editing Services and Medicare Part D Eligibility Services (each a “**RH Service**” and collectively the “**RH Services**”), as may be designated on the Order Form via End User’s interface with the systems and services of Brightree.

RelayHealth reserves the right to suspend or reasonably modify any RH Service (in whole or in part) upon reasonable notice. End Users acknowledges and agrees that Brightree provides this EULA in its capacity as a reseller of RH Services for RelayHealth. If Brightree’s agreement with RelayHealth should terminate, the licenses granted under this EULA and under the Order Form for the RH Services shall terminate automatically, and Brightree shall have no liability to End User as a result of that termination.

End User represents and warrants to Brightree that is has a valid NCPDP Provider Identification Number and is a business licensed to dispense medication End User further acknowledges and agrees that the RH Services provided by RelayHealth under this EULA including, without limitation, the identity or requirements of any Program Sponsor or the amount and nature of any fees paid in connection with a Patient AssistanceRx Service or Program, shall be treated as Confidential Information of RelayHealth as that term is defined in the Terms and Conditions between Brightree and End User and should be protected as such.

PROFESSIONAL RESPONSIBILITY AND CLINICAL CONTENT DISCLAIMER. END USER ACKNOWLEDGES AND AGREES THAT ANY CLINICAL CONTENT FURNISHED BY RELAYHEALTH OR BRIGHTREE PURSUANT TO END USER’S USE OF THE RH SERVICES, INCLUDING BUT NOT LIMITED TO RXSAFETY ADVISOR, (WHETHER SEPARATELY OR INCLUDED WITHIN A PRODUCT OR RH SERVICE) IS AN INFORMATION MANAGEMENT AND DIAGNOSTIC TOOL ONLY AND THAT ITS USE CONTEMPLATES AND REQUIRES THE INVOLVEMENT OF TRAINED INDIVIDUALS. END USER FURTHER ACKNOWLEDGES AND AGREES THAT NEITHER RELAYHEALTH NOR BRIGHTREE HAS REPRESENTED ITS PRODUCTS AND SERVICES AS HAVING THE ABILITY TO DIAGNOSE DISEASE, PRESCRIBE TREATMENT, OR PERFORM ANY OTHER TASKS THAT CONSTITUTE THE PRACTICE OF MEDICINE OR PHARMACY. THE PARTIES AGREE THAT END USER IS RESPONSIBLE FOR THE ACCURACY AND QUALITY OF DATA AS INPUT INTO THE RH SERVICES. END USER ACKNOWLEDGES THAT NEITHER RELAYHEALTH NOR BRIGHTREE: (A) HAS ANY CONTROL OF OR RESPONSIBILITY FOR END USER’S USE OF THE CLINICAL CONTENT, AND (B) HAS NO KNOWLEDGE OF THE SPECIFIC OR UNIQUE CIRCUMSTANCES UNDER WHICH THE CLINICAL CONTENT PROVIDED MAY BE USED BY END USER. THE PARTIES AGREE THAT NEITHER RELAYHEALTH NOR BRIGHTREE PROVIDES MEDICAL OR PHARMACY SERVICES TO PATIENTS OR IS ENGAGED IN THE PRACTICE OF MEDICINE OR PHARMACY, AND THAT END USER’S USE OF THE PRODUCTS AND RH SERVICES DOES NOT ABSOLVE THE END USER OF ITS OBLIGATION TO EXERCISE INDEPENDENT PROFESSIONAL JUDGMENT IN RENDERING HEALTHCARE SERVICES TO PATIENTS. END USER ACKNOWLEDGES THAT THE PROFESSIONAL DUTY TO THE PATIENT IN PROVIDING HEALTHCARE SERVICES LIES SOLELY WITH THE HEALTHCARE PROFESSIONAL PROVIDING THE SERVICES. NONE OF BRIGHTREE, RELAYHEALTH, ITS THIRD PARTY DATA PROVIDERS AND PROGRAM SPONSORS MAKES ANY WARRANTY AS TO THE NATURE OR QUALITY OF THE CONTENT OF RESULTS, MESSAGES OR INFORMATION SENT BY OR TO END USER OR ANY THIRD PARTY USERS OF THE SERVICES. INFORMATION SUBMITTED BY A PAYER THROUGH RELAYHEALTH IS NO GUARANTEE OF PAYMENT AND DOES NOT CONSTITUTE A PROMISE TO PAY. ELIGIBILITY INFORMATION IS SUBJECT TO CHANGE. WAITING PERIODS MAY APPLY.

INTERNET DISCLAIMER. CERTAIN PRODUCTS AND RH SERVICES PROVIDED BY RELAYHEALTH AND BRIGHTREE MAY UTILIZE THE INTERNET. NEITHER RELAYHEALTH NOR BRIGHTREE WARRANTS THAT SUCH RH SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. RELAYHEALTH AND BRIGHTREE DO NOT AND CANNOT CONTROL THE FLOW OF DATA TO OR FROM RELAYHEALTH’S OR BRIGHTREE’S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT END USER’S CONNECTIONS TO THE INTERNET (OR PORTIONS THEREOF). ACCORDINGLY, RELAYHEALTH AND BRIGHTREE DISCLAIM ANY AND ALL LIABILITY RESULTING FROM OR RELATED TO SUCH EVENTS.

Intelligent Network

The Intelligent Network is a real-time electronic pharmacy claims transaction switching service provided by RelayHealth. Brightree shall not be responsible for the Intelligent Network or the performance thereof in any way other than to provide End User with a connection to the Intelligent Network. In connection with providing the Intelligent Network, RelayHealth shall do the following:

- Provide all transaction processing and network services to transmit pharmacy claims directly and electronically, switching to Payers as required, in the communication protocol that is mutually agreed to between the Payer and RelayHealth.
- Return Payer response messages.
- Provide to Payers all captured claims as required by the Payer.

Patient AssistanceRx Services

1. **PARTICIPATION.** RelayHealth and/or its subsidiaries and affiliates may from time to time establish business relationships with Program Sponsors that provide various programs for the benefit of patients using the manufacturer's products (each a "**Program**"). As part of such relationship, RelayHealth provides various services related to the processing of prescriptions by the RelayHealth Intelligent Network including, but not limited to, claim analysis, market analysis and pharmacy and physician messaging (each a "**Patient AssistanceRx Service**") to facilitate a Program. During the term of this Agreement, RelayHealth may offer End User the opportunity to receive a Patient AssistanceRx Service so that End User's patients may receive the benefit of a Program. End User acknowledges and agrees that End User does not have the right to participate in every Patient AssistanceRx Service offered by RelayHealth and that RelayHealth has sole discretion as to which Patient AssistanceRx Services will be offered to an End User, if any. If End User elects to participate in an offered Patient AssistanceRx Service, the terms and conditions for such Patient AssistanceRx Service will be set forth in a statement of work or other similar agreement to be entered into between Brightree and End User in one of the forms attached as Exhibits to this EULA (each, an "**SOW**"). Each SOW will be subject to the terms and conditions of the Agreement, this EULA and the SOW.
2. **CONDITIONS OF ACCESS.** As a condition of access to any Patient AssistanceRx Service and to be eligible for any fees paid in connection with a Program, End User shall (i) comply with the terms and conditions applicable to the Patient AssistanceRx Service, (ii) comply with all laws and regulations applicable to the Patient AssistanceRx Service and the Program, and (iii) secure any authorizations necessary to participate in the Patient AssistanceRx Service and the Program. In addition, End User shall enable, or cause to be enabled, its pharmacy management software to support the Patient AssistanceRx Service.
3. **USE OF SERVICES.** The parties agree that each Patient AssistanceRx Service is informational in nature and nothing herein is intended to interfere with a practitioner's exercise of independent judgment or to induce a practitioner to influence choice of any product that may be paid for, in whole or in part, by any program of governmental health care reimbursement.
4. **SUSPENSION OR TERMINATION.** RelayHealth reserves the right to suspend or terminate any Patient AssistanceRx Service for any or no reason, without liability to RelayHealth. In addition, if End User fails to comply with the terms and conditions of any Patient AssistanceRx Service or Program, RelayHealth may suspend or terminate End User's participation in such Patient AssistanceRx Service immediately upon written notice to End User. End User shall have the right to terminate any Patient AssistanceRx Service for any or no reason upon advance written notice, without liability to RelayHealth (other than for fees or expenses incurred prior to the date of such termination).
5. **FEES.** In consideration for the participation in a Patient AssistanceRx Service, End User may be eligible to receive a fee from either Brightree or a Program Sponsor. Any fees to be paid in connection with a Patient AssistanceRx Service or Program, and the terms and conditions surrounding the payment of such fees, shall be set forth in the applicable SOW. In order to receive any payments hereunder, End User must provide Brightree with a completed and executed W-9 Request for Taxpayer Identification Number and Certification Form.
6. **USE OF END USER'S DATA AND NAME.** Notwithstanding anything in the Agreement to the contrary, End User hereby authorizes and directs RelayHealth to access and use its historical and prospective prescriptions claims data processed over the RelayHealth Intelligent Network by RelayHealth on behalf of such End Users under the Agreement for purposes of (i) analyzing, identifying, designing and/or enabling a Patient AssistanceRx Service; (ii) developing marketing documentation for such services for both Program Sponsors and End Users (where such marketing documentation for End Users will include each End User's data as detail, but all other data will be aggregated and de-identified in accordance with HIPAA); and (iii) providing the Program Sponsors with reports and information which will be aggregated and de-identified in accordance with HIPAA. These reports may contain information aggregated by NABP number. In addition, End User hereby authorizes RelayHealth to include its name in its list of customers who have agreed to receive Patient AssistanceRx Services where such list may be provided to potential Program Sponsors.

Pre and Post Editing Services

PRE AND POST EDITING. Certain of the edits apply to cash transactions and/or third party transactions. RelayHealth may add, change or delete edits without notice to Brightree or End Users and without the need to amend this Agreement. Brightree will distribute the relevant reports to the respective End Users when received from RelayHealth. Edits may follow the following chart:

Edit	Action	Description
AWP Comparison	Substitute	Compares the submitted AWP to a more current AWP available. In cases where there is a difference, PPE automatically substitutes the current AWP on the claim so that the new (higher) AWP is submitted to the payer for reimbursement.
DAW Appropriateness for Multisource Brands	Reject	Validates the appropriateness of a submitted DAW code of 0 for a multisource brand. If the submitted DAW is 0, 3, 4, 5, 6, 7, 8, or 9 PPE will return a reject message recommending that you substitute a generic or change to the appropriate DAW code.
NDC Validation	Reject	Identifies when a submitted drug has been discontinued or has a new NDC number.
DEA Authentication	Reject	Validates the presence and format of the submitted physician DEA number on claims of controlled substances. It also compares the DEA number against the federal National Technical Information Service (NTIS) file.
U&C Third-Party Paid	Warn	Identifies when the submitted U&C equals the third-party amount paid.

Medicare Part D Eligibility

The Eligibility Services are the Services provided by RelayHealth to provide insurance coverage information about a person who is enrolled in Medicare Part D. Pharmacies will submit certain data to RelayHealth so that RelayHealth can attempt to match that data to an Eligibility file provided to RelayHealth by CMS. Once RelayHealth matches the data to information in the Eligibility file, RelayHealth will return the insurance coverage information to the pharmacy. The insurance coverage information will include enough information for the pharmacy to submit subsequent billing claims to the insurance companies that are identified in the information and will include the order in which the insurance companies should be billed.

NOTE: RelayHealth will return the information contained in the Eligibility file provided by CMS. If CMS does not provide RelayHealth the information needed by the pharmacy to bill the subsequent billing claim, RelayHealth cannot return that missing data to the pharmacy.

Rejected Eligibility transactions are those Eligibility transactions that are sent from the pharmacy but did not result in RelayHealth matching exactly one patient that could be used by RelayHealth to return insurance coverage information to the pharmacy.

Non-Rejected Eligibility transactions are those Eligibility transactions that are sent from the pharmacy that resulted in RelayHealth matching exactly one patient to the information provided by the pharmacy so that RelayHealth could return the insurance coverage information for that patient to the pharmacy.

End User acknowledges the Eligibility Services are provided solely for purposes of determining patient eligibility related to prescription drug coverage and coordination of benefits in accordance with guidance provided by CMS. Any use outside of this scope is expressly prohibited. For example, an eligibility (E1) transaction cannot be used for purposes of ruling out Medicare coverage in order to ensure coupon use would not violate the anti-kickback statute. Further, End User agrees to use commercially reasonable efforts to include the flow-down terms attached hereto as Attachment L-1 in its customer agreements for the Eligibility Services.

“Eligibility” means an NCPDP E1 electronic health care eligibility benefit inquiry or response to an electronic benefit inquiry.

The Medicare Part D Eligibility Service is also subject to the CMS required flow-down terms below:

CMS Required Flow-Down Terms

This Agreement is an order for supplies or services under a United States Federal Government contract. The following clauses are required by CMS or by statutes and regulations, to be incorporated in the Agreement.

- (1) The following clause is incorporated by full-text to apply to the services provided by RelayHealth pursuant to this Exhibit as well as any existing Eligibility services provided to End User by RelayHealth:

RelayHealth, as a subsidiary of McKesson, and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

- (2) End User acknowledges it is in CMS's interest to ensure that Eligibility transactions are requested solely for Medicare purposes and that the data provided in the response is used solely to support coordination of benefits in accordance with guidance provided by CMS. End User acknowledges pharmaceutical manufacturer co-pay assistance coupon programs are not considered prescription drug coverage. Accordingly, End User represents (i) it will not use an Eligibility (E1) transaction for the purpose of ruling out Medicare coverage in order to ensure coupon use would not violate the anti-kickback statute (Section 1128B(b) of the Social Security Act) and (ii) it will only request E1 transactions in accordance with the purposes described herein. The aforementioned restrictions shall apply to the services provided by RelayHealth pursuant to this Exhibit as well as any existing Eligibility services provided to End User by RelayHealth.
- (3) CMS has the right to audit, through RelayHealth or any designated subcontractor, End User's compliance with the use of the data provided to End User by RelayHealth pursuant to this Exhibit to ensure End User's compliance with the guidance provided by CMS, including the use restriction set forth in Section 2 herein, the Privacy Rule and the Security Rule, as defined in 45 C.F.R. Part 160 and Part 164, Subparts A and E and 45 C.F.R. Part 160 and Part 164, Subparts A and C. The costs for any such audit, other than End User's internal costs in responding to any document requests or meeting requests, shall be borne by CMS.

**Exhibit 1 to the
RelayHealth Intelligent Network Services
End User License Agreement**

**STATEMENT OF WORK #1
PATIENT ASSISTANCERX SERVICES
eVoucherRx™ EXPRESS**

This Statement of Work (this “**SOW**”) is entered into as part of the Agreement to which it is attached, pursuant to and in accordance with the terms and conditions of that RelayHealth Intelligent Network Services End User License Agreement (the “**EULA**”).

1. **Definitions.** For purposes of this SOW, the following words and terms shall have the meanings set forth below. All other capitalized terms used herein and not otherwise defined shall have the meaning set forth in the EULA and the Agreement.
 - (i) “**Program**” means the patient electronic voucher (“eVoucher”) program developed by a Program Sponsor.
 - (ii) “**Program Message**” means the message to be generated by RelayHealth and sent to End User over the RelayHealth Intelligent Network in accordance with the terms and conditions of this SOW. The Program Message shall be substantially similar to the following:

“The mfr of <Drug Name> paid \$x.xx toward your plan co-pay.”

The Program Message will be delivered in Field IDs 504-F4 and/or 526-FQ of the National Council for Prescription Drug Programs (NCPDP) Telecommunication Standard. The Program Message may be returned to the pharmacy truncated from 504-F4 to 526-FQ and will be no longer than 400 characters in length.
 - (iii) “**Program Sponsor**” means any pharmaceutical manufacturer who has developed a Program and has contracted with RelayHealth to facilitate such Program.
 - (iv) “**Program Transaction**” means an adjudicated voucher that is processed by RelayHealth in response to End User’s submission of an Initiating Transaction.
 - (v) “**Initiating Transaction**” means a network transaction submitted by End User to a primary prescription drug payer (excluding government funded payers) that is adjudicated back to End User which a Program Sponsor has identified as a voucher-eligible transaction, excluding transaction submitted in states that prohibit the provision of co-pay assistance.
2. **Service Description.** Subject to the terms of the EULA and this SOW, RelayHealth shall provide the following services:
 - (i) pay the agreed upon fee(s) for each Program Transaction.
 - (ii) automatically reduce the co-payment returned by the claim processor in NCPDP standard Patient Pay Amount field of the Initiating Transaction by the eVoucher amount established by the Program Sponsor for the applicable drug. When RelayHealth automatically reduces the co-payment returned by the Initiating Transaction, RelayHealth will generate a Program Message substantially similar to the following: “The mfr of <Drug Name> paid \$x.xx toward your plan co-pay.”
 - (iii) At End User’s option, in conjunction with delivery of the above Program Message, RelayHealth will populate NCPDP Field ID 566-J5 (Other Payer Amount Recognized) using one of the following amounts:
 - (a) amount of the eVoucher only
 - (b) amount of the eVoucher reduction plus the Program Transaction service fee User from RelayHealth
 - (iv) RelayHealth will provide to End User a detailed report containing NABP#, Rx#, payer co-payment amount, eVoucher amount, final co-pay amount, and bona fide services fee amount. This report will be in a mutually agreed upon electronic format and delivery will coincide with the delivery of payment to End User. Such report shall be available in either ANSI standard 835 format or flat file via Secure FTP.
3. **Obligations of End User.**
 - (i) End User must:
 - (a) Communicate the Program Message to the patient.
 - (b) Print and provide the complete Program Message to the patient.
 - (ii) End User hereby authorizes Brightree to allow RelayHealth to access and use End Users’ historical and prospective prescriptions claims data processed over the RelayHealth Intelligent Network by RelayHealth.
 - (iii) End User must initial below on the line adjacent to one of the following which Field 566-J5 population option described in item 2(iii) above that End User chooses:
___(1) eVoucher amount only
___(2) eVoucher amount plus the Program Transaction bona fide services fee
4. **System Performance.** In the event that claims transaction processing performance degradation or failure occurs as a result of the Program Message, RelayHealth, at its discretion and without liability, reserves the right to bypass the generation of the Program Message in order to maintain the integrity of the claims transaction processing and adequate performance of the RelayHealth Intelligent Network at End User’s retail locations.

Exhibit 2 to the
RelayHealth Intelligent Network Services
End User License Agreement

STATEMENT OF WORK #2
Patient AssistanceRx Services
Denial Conversion

This Statement of Work (this “**SOW**”) is entered into as part of the RelayHealth Intelligent Network Services End User License Agreement (the “**EULA**”) to which it is attached.

2. DEFINITIONS. For purposes of this SOW, the following words and terms shall have the meanings set forth below. All other capitalized terms used herein and not otherwise defined shall have the meanings set forth in the EULA.

- (a) “**Denial Voucher**” means the electronic voucher made available on an Eligible Claim for the Program Product cost.
- (b) “**Eligible Claim**” means a prescription claim for the Program Product that is presented by a Participant to End User for processing.
- (c) “**Initiating Transaction**” means a network transaction for the Program Product submitted by End User over the RelayHealth Intelligent Network where reimbursement for the Program Product was denied by the insurance provider to whom the Eligible Claim was submitted.
- (d) “**Participant**” means a duly qualified individual participant in a Program.
- (e) “**Program**” means the denial conversion patient co-payment assistance electronic voucher program developed by a Program Sponsor for the Program Product that is administered and managed by RelayHealth.
- (f) “**Program Product**” means the pharmaceutical product that is the subject of a Program.
- (g) “**Program Sponsor**” means a third party that provides a Program.
- (h) “**Program Transaction**” means a Denial Voucher that is processed by RelayHealth in response to End User’s submission of an Initiating Transaction.

3. OBLIGATIONS OF END USER. During the term of this SOW, End User shall:

- (a) Render pharmaceutical services to Participants and accept payment for such services in accordance with the rate(s) set forth herein;
- (b) Not bill any Participant for benefits covered under the Program except to the extent of any deductible or co-payment left unsatisfied by the applicable Program Sponsor and remaining as the Participant’s liability;
- (c) Collect from Participants all co-payments, if any, as required herein; and
- (d) Communicate to a Participant any applicable Program message and print and deliver each such message to the Participant.

4. OBLIGATIONS OF RELAYHEALTH. During the term of this SOW, RelayHealth shall:

- (a) Use its commercially reasonable efforts to manage and administer the Program;
- (b) Process the claims validly submitted to RelayHealth by End Users for pharmaceutical services rendered and prescription medication dispensed to Participants of the Program;
- (c) Upon the occurrence of an Initiating Transaction, RelayHealth will examine the insurance provider’s assigned claim reject code(s) to determine the reason for the denial of the prescription claim. If certain qualifying conditions (e.g., claim reject code(s), applicable quantity dispensed and other Program related rules) are met, the Program will either re-format the prescription claim denial into a prescription claim authorization that provides full or partial payment for the Program Product (i.e. the Denial Voucher) or, pursuant to Sponsor’s requirements, provide a message to End Users of the Program opportunity. RelayHealth will generate a Denial Voucher presenting the Eligible Claim for full or partial payment of the Program Product cost;
- (d) Pay Reseller (but not Reseller’s End Users) the fee(s) related to the Program set forth in Exhibit A of the Agreement for each Program Transaction; and
- (e) RelayHealth shall provide to Brightree a file that contains NABP#/NPI, RX#, Patient Out of Pocket, Pharmacy Product Dollar, Dispensing Fee, Check #, Total Due to Pharmacy from RelayHealth sufficient to allow Reseller to pay End Users. Such billing file will be either (i) an excel CSV file or, (ii) an ANSI standard electronic remittance advice (835) file. Such billing file will be provided to Brightree by the 30th (30th) day of each calendar month, containing data pertaining to the previous month.

5. RENDERING OF SERVICE. Nothing contained in this SOW shall be construed to require the End User to render any pharmaceutical service and/or to dispense any prescription medication if, in the dispensing pharmacist’s professional judgment, such service should not be rendered and/or such medication should not be dispensed.

6. PAYMENT OF CLAIMS. End User acknowledges and agrees that RelayHealth’s sole obligation with respect to payment of claims submitted to RelayHealth is to transfer monies received from Program Sponsor with respect to such claims. End User further acknowledges and agrees that Brightree’s sole obligation is to transfer monies received from RelayHealth with respect to such claims. Neither RelayHealth nor Brightree is a guarantor nor a surety with respect to the obligations of Program Sponsor to End User, and End User shall have no recourse against RelayHealth or Brightree for non-payment of claims except for non-payment caused by gross negligence or willful misconduct on the part of RelayHealth or Brightree.

8. ATTACHMENT TO EXHIBIT. This SOW shall be attached to the EULA and made a part thereof. Except as expressly modified by this SOW, the EULA and the Agreement shall remain in full force and effect according to its terms. In the event of any conflict between the provisions of the EULA, the Agreement and this SOW, this SOW shall control.