

Commercial E1 Services Agreement

This Commercial E1 Services Agreement (this “Agreement”) is entered into as of the 1st day of January, 2022 (the “Effective Date”), by and between SoftWriters, Inc., a Delaware corporation located at 5800 Corporate Drive, 4th Floor, Pittsburgh, PA 15237 (“SoftWriters”) and the undersigned customer on behalf of itself, its Affiliates and its Pharmacy End Users (both as further defined below) (collectively, “Customer”). For purposes of this Agreement, each party may be referred to as a “Party” or collectively as the “Parties.”

WHEREAS, SoftWriters and Customer are parties to other commercial agreements which have the purpose of granting to Customer the licensed use of certain of SoftWriters products; and

WHEREAS, in conjunction with Customer’s use of SoftWriters products, Customer desires to acquire and SoftWriters desires to make available the commercial E1 services described herein (the “Services”) under the terms of this Agreement, as may be amended from time to time;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, SoftWriters and Customer mutually agree as follows.

1. **Definitions.** For purposes of this Agreement, the following terms will have the corresponding meanings set forth below.

- a. “**Applicable Law**” means any and all federal, state and local laws and regulations that apply to SoftWriters, Customer or Pharmacy End Users.
- b. “**EI Submission**” means a patient eligibility query which utilizes NCPDP format and is submitted by a Pharmacy End User to Relay Health and Surescripts.
- c. “**E1 Response**” means Surescripts’ and RelayHealth’s response to a Pharmacy End User’s E1 Submission.
- d. “**Pharmacy End User**” means an individual that is employed by, an active member of the medical staff of, workforce of (as defined in 45 CFR §160.103) or otherwise performing healthcare services as an authorized representative of Customer.
- e. “**Pharmacy Benefit Manager Data Source**” means a pharmacy benefit manager (“PBM”), 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 for the Services.
- f. “**RelayHealth**” means NDCHealth Corporation dba RelayHealth.
- g. “**Surescripts**” means Surescripts, LLC.
- h. “**Surescripts Data**” means any data or information provided to Customer and its Pharmacy End Users by or through SoftWriters, RelayHealth or Surescripts in conjunction with Customer’s use of the Services, including statistics collected by Surescripts regarding transactions processed by the Surescripts Network, test data, test cases, configuration information, and problem description and resolution information; provided, however, that it does not include any data sent by SoftWriters, its Customers or Pharmacy End Users to Surescripts through RelayHealth.
- i. “**Surescripts Network**” means information pathways and data repositories that are owned and/or operated by Surescripts.

2. **Description of Services; Acknowledgement of Service Provider's Terms.** The intended use of the Services described herein is for Customer, through its Pharmacy End Users, to verify the commercial and/or Medicare insurance plan or plans that cover the unique patient identified within the Pharmacy End User's E1 Submission, in order to facilitate the accurate processing of claims for reimbursement of dispensed medications. Customer acknowledges that SoftWriters makes the Services available to Customer by way of separate commercial agreements with RelayHealth and Surescripts, which allow SoftWriters to resell the Services to Customer. Customer further acknowledges that its use of the Services is governed by terms and conditions established by RelayHealth and/or Surescripts and set forth within this Agreement, as amended.
3. **Fees; Payment Terms.**
 - a. **E1 Transaction Fees.** Customer will pay a fee of \$0.12 for each E1 Response which identifies a matching insurance plan and/or payer for the E1 Submission (the "E1 Transaction Fee").
 - b. **Payment Terms.** SoftWriters will invoice Customer on a monthly basis for E1 Transaction Fees which are attributable to activity that occurred within the preceding calendar month. Customer is responsible for paying E1 Transaction Fees which are due and payable upon receipt of SoftWriters' invoice specifying such fees.
4. **Term.** The Term shall commence on the Effective Date and shall continue in full force and effect for so long as Customer is a licensee of SoftWriters' FrameworkLTC® pharmacy management application. This Agreement will terminate when Customer ceases to be a licensee of FrameworkLTC.
5. **Customer Obligations**
 - a. **Message Transmissions and Content.** Customer agrees to comply with Applicable Law. Customer shall ensure that all individuals authorized to use the Services meet the definition of Pharmacy End User set forth above; and (b) that each Pharmacy End User is identity proofed in accordance with industry standards to Surescripts' reasonable satisfaction, pursuant to standards that Surescripts may issue from time to time. Customer shall further ensure that each Pharmacy End User is authenticated in accordance with procedures compliant with a national industry standard recognized by Surescripts in its reasonable discretion.
 - b. **Compliance with Surescripts Materials.** Customer agrees that its Pharmacy End Users will comply with the terms and conditions of this Agreement, the Surescripts Materials as may exist from time to time and any other policies, procedures, and requirements applicable to access to the Surescripts Network. Customer further agrees that it shall be responsible for all acts and omissions of its Pharmacy End Users which occur in the course of using the Services. **"Surescripts Materials"** means the Implementation Guides, the Surescripts Network Operations Guide, and other materials that SoftWriters, Surescripts or RelayHealth provides to Pharmacy End User to enable its use of the Services, as such materials may be further developed or modified by Surescripts and provided to Pharmacy End User.
 - c. **Patient Consent and Authorizations.** Customer represents and warrants, on behalf of itself and its Pharmacy End Users, that all patient consents and/or authorizations required by applicable law have been obtained prior to requesting Surescripts Data for such patient through the Surescripts Network. Customer shall and shall cause its Pharmacy End Users to comply with any privacy and patient consent policies of Surescripts related to the delivery of private information and/or protected health information (PHI) as may be published by Surescripts from

time to time or provided to Customer. Customer further acknowledges on behalf of itself and its Pharmacy End Users that Pharmacy Benefit Manager Data Sources may impose additional privacy and patient consent policies on the delivery of private information and/or PHI through the Surescripts Network. Customer shall require its Pharmacy End Users to use commercially reasonable efforts to implement any such policies within ninety (90) days following Customer's receipt of such policies from Surescripts, RelayHealth or SoftWriters. In the event that Customer or its Pharmacy End Users do not implement such policies within ninety (90) days of receipt of such policies from Surescripts, RelayHealth or SoftWriters, then Surescripts shall immediately suspend the Services for such applicable Pharmacy Benefit Manager Data Source.

- d. Treatment Purposes. Customer shall ensure its Pharmacy End Users only use the Services in connection with and in conjunction with the specific treatment event of dispensing a specific prescription for a specific patient. Customer and its Pharmacy End Users are explicitly prohibited from initiating transactions through the Services for purposes of reselling such information; performing analytics; enabling other third-party commercial E1 or other eligibility to pharmacy services, real-time prescription benefit services, electronic prior authorization services, and specialty enrollment services; in conjunction with prescription routing; or for any other commercial purpose, including enhancing its other services; or population analytics, insurance marketing, or pharmaceutical marketing purposes.
 - e. Pharmacy End User Authentication. Customer agrees to ensure that all Pharmacy End Users are properly identified and authenticated as a duly licensed provider under applicable law to issue or receive the relevant messages with respect to the Services.
 - f. Equipment. Customer agrees that it is solely responsible for obtaining the necessary equipment for its access to the Surescripts Network and utilization of the network on behalf of its Pharmacy End Users, including without limitation, modems, internet access and appropriate telecommunication services.
 - g. Use of Surescripts Network. Customer agrees that it shall not (i) use the Surescripts Network in any manner which would allow the general public access thereto; or (ii) authorize any use of the Surescripts Network for the benefit of any person or entity that is not a Pharmacy End User.
 - h. Firewall. Customer shall not use the Surescripts Data provided by Pharmacy Benefit Manager Data Sources to promote or encourage entities maintaining pharmacy benefit manager services or to augment Customer's own eligibility or medication history records. In the event Customer has pharmacy benefit manager operations, Customer shall maintain all Surescripts Data provided by Pharmacy Benefit Manager Data Sources on a separate server or "walled off" from the data from its other pharmacy benefit manager operations, if any.
6. **Use and Disclosure of Information; Use of De-Identified Information.**
- a. Ownership of Surescripts Directory and Related Information. Customer acknowledges that Surescripts shall own all Surescripts directory and related information relating to Pharmacy End Users that shall come to reside within the Surescripts Network database, whether provided by RelayHealth, SoftWriters, or otherwise, including all root, identity and location-related information.
 - b. Disclosure of Information. Customer agrees that Surescripts shall be entitled to disclose information received from SoftWriters or Pharmacy End Users for the purpose of (and only to

the extent necessary for) operating Surescripts business with respect to the delivery of the Services and providing its services, but only in accordance with all applicable laws and regulations, or pursuant to a valid order issued by a duly authorized court or government authority.

- c. Use of De-Identified Information. Customer agrees that Surescripts may utilize, transfer or disclose aggregated information, including but not limited to, summary statistics, which has been de-identified in accordance with 45 CFR §164.514 such that it does not identify an individual and cannot be used to identify an individual for any purpose.
- d. Use of Pharmacy Benefit Manager Data Sources. Customer shall not and shall cause its Pharmacy End Users to not attempt to 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 any Pharmacy Benefit Manager Data Source by or through the Surescripts Network other than as specifically permitted under this Agreement as may be amended from time to time. Customers and its Pharmacy End Users shall engage in no act or omission which would alter the content of, interfere with, modify, or delay (i) the transmission of any data or information provided by the Pharmacy Benefit Manager Data Sources which is communicated through the Surescripts Network, or (ii) the incoming or outgoing transmission or receipt of any message sent through the Surescripts Network. Surescripts may share Customer's data with other Pharmacy Benefit Manager Data Sources to the extent necessary to fulfill the terms and conditions of this Agreement. Nothing in this Agreement is intended to restrict the use of data or information provided by Pharmacy Benefit Manager 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. For the avoidance of doubt, the preceding sentence does not grant Customer any additional rights to use data or information transmitted through the Surescripts Network not otherwise set forth herein.

7. **Miscellaneous Provisions.**

- a. Limitations of the Surescripts Network. Surescripts uses available technology to match patient identities in order to provide the Services. 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 Pharmacy Benefit Manager Data Sources. Surescripts is not a health plan, health care provider, or prescriber. Surescripts does not and cannot independently verify or review the information transmitted through the Surescripts Network for accuracy or completeness. Neither Surescripts nor any Pharmacy Benefit Manager Data Source provides any representations or warranties with respect to the accuracy or completeness of such information. Pursuant to the foregoing, Customer acknowledges and shall cause its Pharmacy End Users to acknowledge that the Surescripts Data provided by Surescripts from Pharmacy Benefit Manager Data Sources may not be complete or accurate, and hereby releases and holds harmless, and shall release and hold harmless, SoftWriters, RelayHealth, Surescripts and the Pharmacy Benefit Manager Data Sources from any liability, cause of action, or claim related to the completeness or lack thereof of such Surescripts Data.
- b. Indemnification. Customer shall indemnify and save harmless SoftWriters, RelayHealth, Surescripts and the Pharmacy Benefit Manager Data Sources from and against any and all loss, damage or expense (or claims of damage or liability) asserted against SoftWriters, RelayHealth, Surescripts or the Pharmacy Benefit Manager Data Sources by third parties arising out of any breach of this Agreement by Customer or its Pharmacy End Users. 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. Termination. Notwithstanding anything in the Agreement to the contrary, SoftWriters may terminate the Services immediately in the event that Surescripts is no longer performing the Services or the terms of the agreement between SoftWriters and Surescripts pursuant to which SoftWriters may resell the Services is no longer in force or effect. In such event, SoftWriters will notify Customer as soon as reasonably practicable.
- d. Complete Agreement. This Agreement constitutes the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.
- e. Waiver. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other or subsequent breach.
- f. Severability. Should any provision of this Agreement be determined to be void, invalid, unenforceable, or illegal for whatever reason, such provision shall be null and void; provided, however, that the remaining provisions of this Agreement shall be unaffected thereby and shall continue to be valid and enforceable.
- g. Notices. All notices and other communications required or permitted hereunder shall be made in writing to the respective Party's address listed in the opening paragraph and shall be sent by hand-delivery, first-class mail (registered or certified, return receipt requested) or by a commercial courier service with delivery confirmation.
- h. Assignment. Customer may not assign this Agreement without the express written consent of SoftWriters and only after the proposed assignee has signed a written acknowledgement that the terms and conditions within this Agreement shall continue to apply to all Pharmacy End Users using the Services described herein for the remainder of the Term. This Agreement shall insure to the benefit of and be binding upon the Parties hereto, and, to the extent permitted hereunder, their respective successors and assigns. Any assignment that occurs in violation of this provision shall be null and void.
- i. Amendment. This Agreement may be amended by SoftWriters at any time upon sixty (60) days advance notice to Customer. SoftWriters may comply with this section by providing notice as set forth in section 7.g. above, or by electronic mail, facsimile or online posting.
- j. Independent Contractors. It is expressly agreed that the Parties shall be independent contractors and that the relationship between the Parties shall not constitute a partnership, joint venture or agency. Neither Party shall have the authority to make any statements, representations, or commitments of any kind, or to take any action, which shall be binding upon the other Party.
- k. Dispute Resolution. The Parties shall first attempt to resolve all disputes arising out of this Agreement by direct discussion. If those discussions fail to resolve the dispute, then either Party may seek to resolve the dispute by mediation through a mediator mutually selected by the Parties, which mediation shall be conducted in a manner reasonably determined by such mediator; provided, however, if the parties are unable to agree on the selection of a mediator within ten (10) days after the issuance of the Mediation Notice (as further defined below), the mediation shall occur with a mediator selected by the American Arbitration Association and conducted in accordance with its mediation rules. In no event shall the mediator be authorized or entitled to impose a resolution or settlement on the parties. The location of the mediation shall be in Allegheny County, Pennsylvania and the cost of such mediation shall be borne equally by the parties, except that each party shall be responsible for its own attorneys' fees

relating to such mediation. Once a party notifies the other party of its intention to mediate (the "Mediation Notice"), the parties agree to conclude such mediation within forty-five (45) days of the issuance of such notice.

- l. Litigation; Venue. Any dispute or claim arising out of or related to this Agreement or its breach not resolved by mediation as hereinabove provided must then be decided by litigation and the Parties hereby consent and submit to the exclusive jurisdiction of and agree that venue is proper and convenient in the state and federal courts situated in Allegheny County, Pennsylvania. Notwithstanding the prevailing party in such litigation, each party shall be responsible for its own attorneys' fees relating to such litigation.
- m. Governing Law. This Agreement shall be governed in all respects by, and construed in accordance with, the laws of the State of Delaware, without giving effect to conflict of law principles that would result in the application of the law of another jurisdiction.
- n. Third Party Beneficiaries. RelayHealth and Surescripts shall be third party beneficiaries to this Agreement.
- o. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original but all of which together will constitute one and the same instrument.
- p. Electronic Signatures. The Parties agree that this Agreement may be electronically signed, and that any electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first above written.

Customer	SoftWriters, Inc.
Signature _____	Signature  _____
Printed Name _____	Printed Name Scott Beatty _____
Title _____	Title President _____
Date _____	Date December 16, 2021 _____
_____ Pharmacy Legal Name	
_____ Pharmacy DBA (if applicable)	
_____ Pharmacy NPI	

Customer, are you signing on behalf of other pharmacy locations? If yes, please list the additional pharmacy names and NPIs below:

Pharmacy Legal Name and DBA (if applicable)	Pharmacy NPI
Pharmacy Legal Name and DBA (if applicable)	Pharmacy NPI
Pharmacy Legal Name and DBA (if applicable)	Pharmacy NPI
Pharmacy Legal Name and DBA (if applicable)	Pharmacy NPI
Pharmacy Legal Name and DBA (if applicable)	Pharmacy NPI
Pharmacy Legal Name and DBA (if applicable)	Pharmacy NPI
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