

Third-Party Terms for Use of Claim Editing Services

Customer acknowledges that the Claim Editing Services consist of a third-party solution being resold by Omnicell SPS and as such, is subject to the third-party terms established by Veridikal and set forth below (collectively, the “Third-Party Terms”). Except where expressly noted otherwise, Customer’s use of the Claim Editing Services is governed in all respects by these Third-Party Terms. By accessing and using the Claim Editing Services, Customer agrees to comply and be bound by these Third-Party Terms. If Customer does not agree to be bound by these Third-Party Terms, it must not use the Claim Editing Services.

1. Definitions

- a. **“Documentation”** means the then-current documentation published and made generally available by Veridikal in the form of manuals and function descriptions in printed or electronic form, as the same may be modified by Veridikal from time to time. The terms contained in the Documentation are hereby incorporated into these Third-Party Terms by reference; Customer and Pharmacy End Users agree to be bound by the terms thereof. Documentation is available to Customer upon request.
- b. **“Pharmacy End Users”** mean unaffiliated third parties under contract with Omnicell SPS to receive specialty pharmacy management services.
- c. **“Veridikal Confidential Information”** means any confidential or proprietary information which relates to Veridikal’s trade secrets, source code, the Documentation, services, deliverables, training materials, technology, research, development, pricing, product plans, marketing plans, business information, proprietary materials, visual expressions, screen formats, report formats, design features, ideas, methods, algorithms, formulae, and concepts used in the design and all future modifications and enhancements. Veridikal Confidential Information shall also include third party data or information, when identified as such, that was provided to Customer or a Pharmacy End User under a duty of confidentiality and any information, in whatever form, disclosed or made available by Veridikal that relates to or is contained within Veridikal Materials (as defined below) that is not publicly known.
- d. **“Transaction”** means an accepted clean prescription claim processed through Customer’s pharmacy information systems and processed through the Customer’s clearing houses and switch networks.

2. Scope of Services

- a. Customer and Pharmacy End Users will receive the services described in Exhibit A-1, including business analytics, pre- and post-edits, integrated reporting, and monitoring, as well as help desk support 24 hours per day/7 days per week. Customer acknowledges that pre- and post-edits can be configured in reject mode, warn mode or capture mode and that Customer is solely responsible for determining the configuration for each edit.

3. Exclusivity & Permissions

- a. Customer and Pharmacy End Users may not use or access third-party products or services that provide functionality identical or substantially similar to the Claim Editing Services while receiving the Claim Editing Services.
- b. Customer and Pharmacy End Users will transmit through the switch network all the pharmacy's transactions related to the Claim Editing Services. Customer authorizes Veridikal to redirect its transactions through a unique BIN and routing process that will allow for pre- and post-editing to be completed.

4. Equipment & System Requirements

- a. Customer is responsible for providing and maintaining all equipment, databases, pharmacy information systems, and related software, facilities, and services necessary to access and use the Claim Editing Services, including computer hardware, software, and internet connectivity.

5. Fees/Taxes

- a. Customer agrees to pay \$0.045 per Transaction. Transaction fees will be invoiced to Customer; Customer will pay such invoices in accordance with the payment terms set forth in the Agreement.
- b. Transaction fees do not include taxes or duties. Customer will pay any such taxes assessed against it. If Veridikal is required to pay or account for any taxes, public fees, duties, deductions or withholdings then such taxes, fees, duties, deductions and withholdings shall be borne by Customer. Veridikal will be responsible for the payment of all taxes based on Veridikal's income.

6. Disclaimers

- a. Veridikal does not represent, warrant or make any commitment that: (i) the Veridikal Materials (as defined below) will meet Customer's or Pharmacy End Users' requirements; (ii) the Veridikal Materials will operate in combination with other hardware or software, except as expressly specified in the Documentation; (iii) operation of the Veridikal Materials will be uninterrupted or error free; or (iv) that Veridikal will be able to fully resolve any particular request for maintenance or that such resolution will meet Customer's requirements or expectations.
- b. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE VERIDIKAL MATERIALS ARE PROVIDED "AS IS", AND VERIDIKAL AND ITS AFFILIATES AND SUPPLIERS DISCLAIM ALL OTHER WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER EXPRESS OR IMPLIED (BY STATUTE, COMMON LAW OR OTHERWISE) INCLUDING, WITHOUT LIMITATION, AS TO THEIR ACCURACY, TIMELINESS, COMPLETENESS, RESULTS, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, EVEN IF VERIDIKAL HAS BEEN INFORMED OF SUCH PURPOSE, AND ANY REPRESENTATIONS, WARRANTIES OR OTHER TERMS ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE. ANY

STATEMENTS OR REPRESENTATIONS ABOUT THE VERIDIKAL MATERIALS, INCLUDING, WITHOUT LIMITATION, THEIR FEATURES OR FUNCTIONALITY, ANY THIRD PARTY MATERIALS IN ANY COMMUNICATION WITH CUSTOMER OR A PHARMACY END USER ARE FOR INFORMATION PURPOSES ONLY AND DO NOT CONSTITUTE A WARRANTY, REPRESENTATION OR CONDITION.

7. Compliance & Regulatory Requirements

- a. Customer and Pharmacy End Users agree to comply with the use and restrictions set forth in these Third-Party Terms.
- b. Customer and Pharmacy End Users must comply with all applicable federal, state, and local statutes, regulations, and rules, including CMS and payer regulatory standards for documentation and billing practices.
- c. Customer and Pharmacy End Users must comply with all additional, updated, or new requirements for compliance as provided by Veridikal, within thirty (30) days of receipt.

8. Confidentiality

- a. Customer and Pharmacy End Users must protect Veridikal's Confidential Information from unauthorized distribution and use and may only use such information as necessary to access and use the Claim Editing Services.
- b. Customer agrees that, due to the unique nature of Veridikal's Confidential Information, there is no adequate remedy at law for breach of this Section 8 and that such breach would cause irreparable harm to Veridikal; therefore, Veridikal will be entitled to seek immediate injunctive relief, in addition to whatever remedies it may have at law.
- c. Customer may disclose Veridikal's Confidential Information to the extent required by law, provided that Customer uses all reasonable efforts to provide Veridikal with prior notice of such disclosure sufficient to allow Veridikal to obtain a protective order.

9. Data Use Rights

- a. Data created as part of the Claim Editing Services may be used by Veridikal for other business purposes, provided it is de-identified in accordance with HIPAA and applicable state laws.

10. Intellectual Property

- a. Veridikal owns and retains all right, title and interest in and to the materials ("Veridikal Materials") developed by Veridikal as part of the Claim Editing Services, including trade secrets and Veridikal Confidential Information.
- b. Customer does not acquire any right, title, or interest in the Veridikal Materials.
- c. In the event that Customer makes suggestions for improvements or modifications to Veridikal regarding new features, functionality or performance that Veridikal adopts for the Veridikal

Materials, such new features, functionality or performance shall be deemed to be automatically assigned to Veridikal and shall become the sole and exclusive property of Veridikal.

- d. Customer acknowledges that the design and logic of Veridikal's edits are the proprietary information of Veridikal.
- e. Neither Customer nor Pharmacy End Users may copy or use any Veridikal edit or edit logic in another system that directly competes with Veridikal's program, nor copy proprietary edits into their pharmacy information system or any other application without Veridikal's written consent.

11. System Performance

- a. If transaction performance degradation or failure occurs in connection with the Claim Editing Services, Veridikal, in its sole discretion, reserves the right to bypass the failure point in order to maintain the integrity of the transaction and to enhance performance at a lower level. Any transactions that are not processed will be held in a queue and processed when Claim Editing Services have been fully restored.

12. Limitations of Liability

- a. Veridikal's liability for damages under these Third Party Terms or otherwise is limited to the amount of fees paid by Customer for Claim Editing Services during the twelve (12) months preceding such claim.
- b. Veridikal is not liable for indirect, incidental, special, punitive, exemplary, or consequential damages.

13. Termination

- a. Customer's and Pharmacy End Users' right to access and use the Claim Editing Services will cease immediately upon termination or expiration of the Agreement.
- b. Upon termination of the Agreement, Customer must: (i) destroy or return all Veridikal Confidential Information; and (ii) provide written certification of such destruction or return as applicable.
- c. Certain obligations (e.g., confidentiality, payment for accrued fees, limitations of liability) survive termination.

14. Non-Transferrable

- a. Customer's or Pharmacy End Users' use of Claim Editing Services may not be assigned or transferred.

EXHIBIT A-1

CLAIM EDITING SERVICES

The Claim Editing Services include the business analytics with pre/post edits and the integrated platform for business intelligence with business analytics with the pre/post editing solution. This solution provides integrated reporting, analysis and monitoring, custom support packages, and an optional dashboard to enable Customer and the Pharmacy End Users to analyze their business to make better business decisions. When Customer and Pharmacy End Users elect to use the Claim Editing Services, pre and post editing services perform transaction validations based on select business rules and edits. In connection with providing Claim Editing Services, Veridikal shall perform the following associated support services:

Visible Intelligence™ - business analytics is inclusive of the comprehensive business rule repository and dictionaries that have been established including but not limited to rules created for compliance, data integrity, reimbursement, billing and formulary optimization. Business rules/edits may be set up in reject mode, warn mode, or capture mode to allow Customer and Pharmacy End Users to manage the claim responses within standard business practices. The solution provides messaging to the pharmacy billing and technicians through a real-time feed directly in the 5.1/D.0 inbound message fields. Messages are indicated by a *VER* Message indicator followed by the rule/edit message response. Veridikal will provide override codes to pharmacy management, which will allow the Customer and Pharmacy End Users to force a claim to pass through the edits on an exception basis without changing the original claim. Automated workflow may be established to automatically route or correct transactions based on Customer/Pharmacy End User and Veridikal approval. An example of automated workflow is AWP Recovery reversals/resubmissions.

Veridikal will receive real-time adjudication from pharmacy information systems (“PIS”) through the switch and a weekly feed for each PIS system to ensure that all transactions and data remain synchronized.

Help Desk Support – Services include Help Desk Support for “Live” adjudication barriers or issues twenty-four (24) hours per day, seven (7) days per week.

Severity Level 1: If Claim Editing Services go down completely or Transactions are significantly degraded, then Veridikal shall respond within fifteen (15) minutes and utilize best efforts to fully resolve within two (2) hours.

Severity Level 2: If a business edit/rule is causing a disruption or problem with transaction processing within the Customer’s pharmacy, then Veridikal shall respond within one (1) hour and utilize best efforts to fully resolve the issue within eight (8) hours and provide a confirmation when resolved.