



EXHIBIT B

CoverMyMeds Terms of Service

In using CoverMyMeds services (real time patient benefits & electronic prior authorization), User agrees to the following:

Definitions:

- (a) **"Client"** means a healthcare system, or physician practice that has contracted, directly or indirectly, with EHR Vendor to receive EHR Vendor Services.
- (b) **"Client Authorized User"** means employees of a Client who are authorized prescribers, or are authorized to act under the direction of a prescriber, and are authorized by Client to use products provided by EHR Vendor.

Terms:

- (a) Client and each Client Authorized User will only submit data pursuant to a valid prescription request and not for any other purpose (including test transactions) where: (i) each Client Authorized User has obtained all consents or authorizations necessary to submit such data; (ii) the patient indicates an intent to use a prescription benefit to pay for the prescription at issue; and (iii) Client and each Client Authorized User has the authority to authorize CoverMyMeds to provide any data submitted to the CoverMyMeds API by Client and any Client Authorized User for use in connection with services provided in connection with this SOW and authorizes CoverMyMeds (and RelayHealth) to use and process such information to provide such services;
- (b) Each Client Authorized User has the appropriate medical credentials and licenses required to prescribe the prescription drugs that are the subject of any transaction submitted by a Client Authorized User to Indicator Service;
- (c) Information provided through Indicator Service is not a guarantee of the amount of a patient's out-of-pocket cost for a prescription product. By way of example only, out-of-pocket cost information may be affected by the pharmacy location selected or if the available pharmacy benefits information is incomplete;
- (d) Patient payment amount information provided through Indicator Service may be for the generic equivalent of the prescribed product where a physician did not indicate a brand name product was medically necessary;
- (e) Clients or Client Authorized Users that are health systems or prescribers will not receive any payment or other remuneration for using Indicator Service;
- (f) Transactions that Client and/or Client Authorized User receives or sends through an API to CoverMyMeds and the data received from CoverMyMeds will be used exclusively to facilitate the functioning of the Indicator Service as contemplated by this SOW and the applicable Documentation and will not be used in combination with any other product or service, including without limitation any analytics or to comparison shop pharmacy prices;
- (g) Client will integrate with the Indicator Service API to automatically send transactions to Indicator Service during the prescription writing process with all required data for Client's total transaction volume for all transactions Client submits directly or through a third party for benefits information prior to submission of a prescription for fill;
- (h) In order to enhance Client Authorized User experience, Client Authorized Users will make good faith efforts to send transactions through CoverMyMeds identifying the patient selected pharmacy for each transaction submitted each month. Client acknowledges that noncompliance with this requirement may result in suspension or termination of its access to Indicator Service;
- (i) Client and Client Authorized Users authorize CoverMyMeds to authorize RelayHealth to use data provided by Client and/or Client Authorized Users to match and identify patient benefit information when not available or accurate in the inbound inquiry and update insurance benefit information associated with such submitted inquiry and for providing information regarding medications in the same therapeutic class as the drug listed in an inquiry as relevant to a patient's benefit information;
- (j) Client and Client Authorized User will include the provisions outlined in this Terms and Conditions Section in its agreements for the Indicator Service access through Client and will include a confidentiality provision that: (i) states that Indicator Service Specifications, workflows and concepts related to the Indicator Service, and any written materials marked as confidential by CoverMyMeds or RelayHealth are accordingly CoverMyMeds or RelayHealth's Confidential Information; (ii) imposes a duty of confidentiality with respect to CoverMyMeds or RelayHealth Confidential Information; (iii) expressly prohibits Clients and Client Authorized Users from using CoverMyMeds and/or RelayHealth Confidential Information for any purpose other than accessing the Indicator Service; and (iv) expressly prohibits Clients and Client Authorized Users from disclosing CoverMyMeds and/or RelayHealth Confidential Information to a third party;
- (k) Client will provide CoverMyMeds with a list of such Client Authorized Users and individual users that have access and all appropriate information (for example, a list of active NPI numbers authorized to utilize the service) upon receipt of a written request from CoverMyMeds for purposes of verifying appropriate use of the CoverMyMeds Services or response data or investigation or regulatory or misuse concerns.
- (l) CoverMyMeds and/or RelayHealth may use feedback regarding the Indicator Service provided by Client and/or Client Authorized Users to CoverMyMeds or RelayHealth in related case studies, trade show presentations and other promotional materials regarding; provided, however, CoverMyMeds and RelayHealth will not identify specific individuals or entities that submit feedback without prior written consent.