

WENO Exchange AGREEMENT

THIS WENO Exchange AGREEMENT (“Agreement”), is entered into by WENO Exchange LLC, a Texas Limited Liability Company (“WENO” or “we” or “our” or “us”) and an individual or entity (“you” or “your” or “yours” or “Trading Partner”), (each a “Party” and collectively the “Parties”). This Agreement governs your participation and use of WENO’s services (the “Services”) and includes the applicable Exhibits referenced herein. This Agreement binds the Parties effective on the earliest date (“Effective Date”) you either:

- 1) click to accept the Agreement on our web site wenoexchange.com or on any successor or replacement web site or WENO Online’s hosted application at online.wenoexchange.com (the “Site” or “Sites”); or
- 2) initially access your registered account on a WENO Site or Sites and the Parties do not have any other Agreement executed which governs your participation and use of the Services; or
- 3) sign and date the optional Signature Section in Exhibit A of this Agreement

The following Exhibits are made a part of this Agreement:

- Exhibit A: Optional Signature Section
- Exhibit B: Business Associate Agreement
- Exhibit C: Fee Schedule
- Exhibit D: Service Level Agreement (SLA)
- Exhibit E: Optional Statement of Work

WENO desires to provide their Services to you and you desire to use one or more of WENO’s Services, therefore; the Parties agree to the terms of this Agreement.

Acceptance of this Agreement

By accepting this Agreement or by using the Services, you represent and warrant the following:

- 1) that you are at least 13 years of age and of a legal age to use similar services;
- 2) the registration account data you provided to WENO is accurate & does not contain dummy data;
- 3) that you have NOT been barred from using similar services under applicable law;
- 4) that you have read and understood this Agreement;
- 5) if you are accepting this Agreement on behalf of your employer or another entity, you have the full legal authority to bind your employer or the entity to the terms and conditions of this Agreement; and
- 6) you agree to the terms and conditions of this Agreement either as an individual, sole proprietor, or on behalf of the entity you represent.

DO NOT Accept this Agreement or use the Services if any of these situations apply:

- 1) You do not have the legal authority to bind yourself, your employer, or the applicable entity that you represent to this Agreement, or
- 2) You do not understand this Agreement, or

- 3) You do not agree to comply with the terms and conditions of this Agreement.

WENO's Services:

WENO provides the following Services which this Agreement governs:

- 1) **WENO's ePrescribing Intermediary Service** ("Intermediary," "Network" "e-Prescribing Network," "WEX," "Switch") The Intermediary service routes various transactions between its trading partners for the purposes that support ePrescribing applicable laws and the most current government standards in the industry. Trading partners, include, but are not limited to:
 - a. electronic health records ("EHR" or "EHRs"),
 - b. pharmacy technology vendors or chain pharmacies using their own technology ("PTV" or "PTVs"),
 - c. health plans, and pharmacy benefit managers ("PBM" or "PBMs"),
 - d. Weno Online's ePrescribing stand-alone application, and
 - e. Weno Online's pharmacy stand-alone application.
- 2) **WENO's drug data base license**. The drug data base license is available to EHRs only.
- 3) **WENO Online**: This service is at [online.wenoexchange.com](https://www.wenoexchange.com). WENO Online has a DEA 1311.120 compliant hosted e-Prescribing stand-alone application and a DEA 1311.205 compliant hosted pharmacy stand-alone application. Secure messaging is available to personal and business accounts. Account types include:
 - a. Personal – for secure messaging only
 - b. EHR EZ Integration (for OpenEMR and other EHRs integration needs)
 - c. Medical ePrescribing stand-alone
 - d. Veterinarian ePrescribing stand-alone
 - e. EHR affiliated clinic accounts – ("Weno Online API")
 - f. Single pharmacy accounts
 - g. Chain pharmacy accounts
- 4) **Special Projects**. All special projects require a statement of work (Exhibit E).

Modification of the Agreement

Unless otherwise provided in a Statement of Work incorporated into this Agreement, we may modify this Agreement, including the Services, so long as such modifications;

(i) do not impose new material obligations on you, unless such amendments are intended to address patient safety issues or a reasonably sufficient time, in light of the modification, is provided to you to come into compliance with the modifications; and

(ii) such modifications are applied with respect to all other similarly situated entities or individuals using the Services. Nothing herein shall prohibit WENO from offering new services, or providing a new version of an existing service while sunsetting an older version of the same service.

If changes are made to this Agreement, we will provide you notice by posting the updated version of this Agreement on the WENO Site or Sites or by sending you a written notice or both. Your continued use of the Services after we publish

the updated version or send you written notice of the Agreement's modification means that you are consenting to the updated terms and conditions. If fees increase, WENO will provide at least 60 days advance written notice to you.

Applicable Law

You are required to be compliant with applicable United States ("US") or International Laws, which means all laws, statutes, common law, regulations, ordinances, codes, rules, guidelines, orders, permits, tariffs, and approvals, of any governmental authority, including those relating to prescribing medications, Information Blocking rules of the 21st Century CURES Act, US Center for Medicare and Medicaid electronic prescriber laws, or any law that applies to you or the subject matter of this Agreement.

International Use

WENO is controlled, operated, and administered from its offices within the United States of America. If you access the Services from a location outside of the United States, you are responsible for the compliance with all Applicable local and international laws for that location, as well as with the Applicable Laws of the United States. You also agree that you, including your Account's registered users, will not use any of the Services or any other content accessed through the Services in any country or in any manner prohibited by Applicable Law, restrictions, or regulations of the United States.

Account Registration & Maintenance

To use any of the Services, you must provide WENO with accurate and truthful information to create and maintain any account you have been given access to. Methods to do this include:

- 1) signing up for the appropriate Service(s) as directed on our website wenoexchange.com,
- 2) by manually requesting and returning the Intermediary account registration form from WENO, or
- 3) by registering directory for WENO Online services at online.wenoexchange.com.

Each account you use requires at least one primary account user with authority to manage the account ("administrative user"). All user and account information must be accurate and up to date as long as you use the Services.

Allow Communication

You are required to allow communication from WENO, directly or through third parties, to make any inquiries we consider appropriate to verify the information you provide in your account. You consent to us sending you communications relating to the Services, and this takes precedence over any direction you may give through any of our Sites or Services.

Required Certification/Testing

If you represent an EHR, a PTV, a pharmacy chain, a Health Plan or PBM, you must be certified (pass your test plan) before being approved to access the live production environment. WENO offers you with a technical kick off call prior to

accessing your certification and testing dashboard. Once you pass your test plan, then you will be allowed access to the live production environment. EHRs using the EZ integration at WENO Online can opt out of the technical kick off call as their account is automatically in TEST MODE and the developer's page explains the steps for testing to get off TEST Mode. For pharmacy chains using the WENO Intermediary service, all pharmacies must be in production within sixty days of moving to the live environment, unless an extension is otherwise approved by WENO in writing.

EHRs are required to complete an annual retest/certification or questionnaire to ensure their account remains in compliance with the certification guide. WENO also may require retesting any time issues surface that need correction.

WENO Directories

WENO has three types of Directories used for routing transactions to the right recipients. All accounts except personal users of WENO Online have responsibilities that relate to the WENO Directories as follows:

- 1) **Pharmacy Directory**: This directory is available and used by EHRs and prescribers for the purpose of patient's selecting pharmacies. WENO registered pharmacy information comes to reside on this directory, so PTVs and pharmacy accounts must keep this information up to date. EHRs are required to download the pharmacy directory daily for changes and weekly for a full file replace. This ensures they have the most accurate information for patient pharmacy selections.
- 2) **Prescriber Directory**: This directory is optionally used by PTVs and Pharmacy Chains using the WENO intermediary service to transmit eRx messages to prescribers. EHRs, medical and veterinary ePrescribing type accounts must provide and maintain accurate information on their registered prescribers so this directory is accurate. All transactions sent by EHRs must include sending prescriber data fields that are not in conflict with the registered prescriber's data found in the WENO prescriber directory.
- 3) **Covered Lives Directory**: Health Plan and Pharmacy Benefit Managers ("PBM") are trading partners using WENO's Intermediary for participating in Medication History and other transactions between prescribers on WENO. They are required to provide and maintain accurate information to WENO representing the covered lives their health plans represent. The Covered Lives Directory is not published. It is for WENO's internal routing purposes only. Medication History participation is required by federal law for Medicare Part D health plans.

Accounts have access to WENO Directories on a need-to-know basis. You agree that information that comes to reside on the WENO Directory is the property of WENO. This section will survive the Termination of the Agreement.

Account Security

If applicable, WENO will assign your account credentials (i.e. passwords, keys, encryption keys). You may not mask or misrepresent your identity, or your API (Application Program Interface) client's identity, when using the Services. You will keep your account credentials confidential and not allow other parties to use your credentials. You are solely responsible for all activities that occur on your Account, whether the activity was authorized or not.

User Security

Each registered user on your account is solely responsible for;

- 1) safeguarding and maintaining the confidentiality and security of their login credentials;
- 2) their activities or posted content while using the Services, including the consequences of such, and their own reliance on any content submitted by other users of the Services; and
- 3) all activities that occur while they are logged into their Account whether the activity was authorized or not.

Restricted Content or Activity

WENO is entitled to remove any content, if we determine, in our sole discretion, that it does not comply with our requirements. WENO is not responsible for other's content. We cannot always prevent the misuses of our Services, and we are not responsible for any such misuse. WENO does not endorse and WENO does not review or have any control over a registered user's content submitted or activities they are engaged in when they are using the Services. In cases where a user feels threatened or believes someone else is in danger, they should contact their local law enforcement agency and WENO so the matter can be investigated and handled according to the terms of this Agreement. The following is what activity or content is considered illegal or prohibited ("Restricted Use") and if violated, your account is subject to immediate termination:

- Posting content that is grossly offensive to another person.
- Solicitation of personal information or passwords, other than for legal or healthcare reasons.
- If action or content is false, unfair, misleading, illegal, or it promotes criminal activity.
- If action or content involves unsolicited mass mailings.
- Solicitation of personal identifying information from others for commercial purposes.
- If content contains anything to limit or disrupt the Services or any computer hardware or software.
- If activity is considered an unauthorized use of the Services.
- Any attempt to reverse engineer or steal software used to provide the Site or Services.
- If it infringes on the intellectual property rights, copyright, privacy, or publicity rights of others.
- Providing APIs to any person or entity that is not otherwise authorized under this Agreement.
- Use the Service to advertise services of WENO's competitors.
- Use the APIs for a purpose other than the furtherance of your provision of Services as authorized under this Agreement or your business with WENO;
- Interfere with or disrupt WENO services or servers or networks connected to WENO services, or disobey any requirements, procedures, policies, or regulations of networks connected to WENO services, or transmit any viruses, worms, defects, Trojan horses, or any items of a destructive nature through your use of the APIs.
- Copy, adapt, reformat, reverse-engineer, disassemble, decompile, download, translate or otherwise modify the APIs, WENO Services, WENO's website other content or services, or any of our other Services, through automated or other means.

This section shall survive termination of this Agreement.

Data Delete and Storage Policy

WENO Online secure messages and associated threads will be deleted permanently after 90 days for the last sent date. It is each user's responsibility to save any messages prior to their scheduled deletion. All ePrescribing transactions will be stored according to law, but at least 2 years. Registered users with authority to access the transactions may access them by download or special request.

Privacy Notice

WENO makes available the latest version of its Privacy Notice on wenoexchange.com and on the Site where your Account is registered.

Standards

WENO shall meet the currently adopted National Council of Prescription Drug's SCRIPT standards for ePrescribing and comply with all Applicable law.

Copyright Violations

In an effort to protect the rights of content owners, WENO maintains a policy for the termination, in appropriate circumstances, of users and Accounts who are repeat infringers of infringing upon the copyrights of others. If you believe this has happened, you may request the removal of the content by contacting WENO in writing and providing the following: 1) identification of the work believed to be infringed and how it was thought to be infringed, 2) a description of the work and its location, 3) the name, address, telephone number, email address of the person reporting the alleged infringement, 4) a statement that in good faith, he/she believe that the complained use of the materials is not authorized by the owner, its agent, or the law, and 5) a statement that the information supplied is accurate, and indicating that "under penalty of perjury," they are the owner of the work or are authorize to act on the owner's behalf, and 6) a signature from the owner of the work or authorized representative along with the printed name.

3rd Party Links

WENO Services may contain links to other websites ("Linked Site"). WENO is providing these Linked Sites to you as a convenience, and the inclusion of any Linked Site does not imply endorsement by WENO. The Linked Sites are not under the control of WENO and WENO is not responsible for their contents.

Relationship of the Parties

You and WENO are independent contractors, and nothing in this Agreement will create any partnership, joint venture, agency, franchise, sale representative, or employment relationship between the Parties. You and WENO will bear its own costs and expenses in performing this Agreement.

No 3rd Party Beneficiaries

No part of the WENO Agreement shall be deemed to create any third-party beneficiary rights.

HIPAA Compliance

WENO is compliant with HIPAA and considered a Business Associate of Covered Entities according to the HIPAA

definitions. If you require a Business Associate Agreement with WENO in order to use the Services, Exhibit B – WENO Business Associate Addendum is incorporated into the Agreement by reference.

Service Fees

Unless otherwise provided for and agreed to in writing by the Parties, all fees are explained in the Fee Schedule in Exhibit C of this Agreement, including late fees and due dates. All fees will be paid in United States currency. Such fees are current as of the Effective Date, and are subject to change by WENO pursuant to the Modifications Section. WENO will invoice you or provide invoices to administrator users in a Manage Account or similar type of page on your account. You may discontinue any WENO service at any time and a discontinuation of a service will stop all future fees. Unless as otherwise provided for in this Agreement, we do not give refunds. Each Party shall be responsible for their respective taxes due. This section will survive the termination of the Agreement.

Term and Termination

This Agreement will remain in effect for as long as you use or access the Services. You can delete your account in the Manage Account page. If the feature to delete is not seen, then you may terminate your Account by giving us advanced written notice and should identify your Account, provide the reason for termination, provide the effective date of termination, and be verifiable. WENO will terminate your Account and all access to the Services only after we verify that one or more duly authorized persons on your Account has approved the account termination and effective date of termination.

Unless otherwise stated in this Agreement, either party may suspend or terminate this Agreement for cause if the other party materially breaches this Agreement. In the event a material breach is alleged or committed, the non-breaching party will provide advanced written notice to the breaching party, if in their reasonable discretion they believe, in good faith, the breaching party has materially breached the Agreement. In the event a party commits a material breach of the Agreement, the non-breaching party will notify the breaching party of the material breach and provide at least a thirty-day cure period. If the breaching party fails to cure the material breach within the cure period then the non-breaching party may suspend or terminate the Agreement.

Except as otherwise set forth here, in the event you commit a non-material breach of the Agreement, and you fail to cure the non-material breach within thirty days after receiving written notice thereof, WENO, in our sole discretion, may temporarily suspend or terminate your Account until the breach is cured. If in the event your Account becomes past due more than thirty days, WENO may suspend your Account within seven days of advanced written notice to you. Upon receipt of payment in full, WENO will re-instate your Account. WENO may terminate your Account if your Account becomes more than sixty days past due with or without notice to you. If we terminate your Account for any reason, you agree not to re-establish an Account without our advanced written permission.

Notices

Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be addressed to the appropriate Party as provided in this section below and shall be effective: (i) on the date of delivery if given in writing and hand delivered; (ii) on the date received, if sent by overnight courier with written proof of receipt, or by First Class United States Mail with postage prepaid and return receipt received; (iii) on the date a printed confirmation is received if sent via facsimile; (iv) the date sent by electronic mail so long as the sender does not receive a message in return that the electronic message is undeliverable; (v) on the date WENO post a notice on the Site. Refusal to accept delivery will be deemed receipt.

Notices to WENO

Address to: WENO Exchange LLC, Attention: Legal

If by mail or overnight courier: address found on wenoexchange.com

If by email: admin@wenoexchange.com,

With email copy to: kevin@wenoexchange.com

Notices to You

Unless otherwise agreed to by the Parties in writing, WENO will send notices to you according to the information found in your account as follows:

Address to: Account or owner name as registered

If by mail or overnight courier: the address as registered for your account.

If by email: the email as registered to the owner or administrator user of your account.

Respective Successors and Permitted Assigns

The Agreement will inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns. The Agreement will survive an acquisition, merger, divestiture or other transfer of rights or assignment involving the Parties. Each Party will provide thirty days advanced written notice to the other Party following the closing of an acquisition, merger, divestiture or other transfer of right involving the Agreement.

Confidentiality

Communications between the Parties may contain a Party's confidential information. WENO's confidential information includes WENO Trade Secrets, including all forms and types of information, including business, scientific, technical, economic, or engineering information, and any formula, design, prototype, pattern, plan, compilation, program device, program, code, device, method, technique, process, procedure, screenshots of web pages, instructional guides, API material, schemas, sample code, sample messages, communications, financial data, or list of actual or potential customers or suppliers whether tangible or intangible and whether or how stored, compiled, or memorialized physically, electronically, graphically, photographically, or in writing, and information marked confidential or that would normally be considered confidential under the circumstances. Your confidential information includes any information marked confidential or that would normally be considered confidential under the circumstances. The receiving Party of such confidential information agrees not to disclose it to any third party without the disclosing Party's prior written consent. Each Party's confidential information does not include information that each independently developed and becomes public through no fault of the receiving Party. The receiving Party may disclose confidential information of the disclosing Party when compelled to do so by law if the receiving Party provides reasonable prior notice to the disclosing Party, unless a court orders the receiving Party to not provide such notice. This section will survive the termination of the Agreement for three years.

Intellectual Property Rights

Except for a registered user's content, we own or license all rights, title, intellectual property, technology, copyrights, trademarks, trade names, and interest in and to the APIs we provide, the Sites, and all WENO Services, including the WENO Trade Secrets and content available on our Sites and Services and the information that comes to reside on the WENO

Directories (collectively, the “WENO IP”). The WENO IP is protected under United States and international laws. Nothing in this Agreement restricts any rights we may have under Applicable Law or a separate permission. We are solely responsible for, and will have full discretion with respect to the terms, features, and operations of any API, Sites, or WENO service and their related marketing. Additionally, you may not use the WENO IP in any way, including without limitation, for the purpose of issuing any press release or other activity that may be considered promotional or marketing related without WENO’s prior and express written consent. Any submission, such as ideas or suggestions for modifications or improvements made by you to WENO with respect to the Services, the Site, anything on the Site (whether current or future features), or any pilot or beta program we are offering (“Feedback”) will be our property. You agree to assign, and hereby assign, all right, title and interest worldwide in the Feedback and the related intellectual property rights to us and agree to assist us, at our expense, in perfecting and enforcing such rights. We may disclose or use Feedback for any purposes whatsoever without financial or other obligation to you. If you are participating in a pilot or beta program we are offering, you agree to provide us with any reports we request and to promptly respond to all reasonable questions or surveys and other test documents we submit to you.

You hereby agree to make all assignments necessary to accomplish the foregoing ownership. In furtherance of such assignment obligation, to the extent you voluntarily apply or integrate of your pre-existing intellectual property into a WENO Service, you agree to grant WENO an unlimited, nonexclusive, nontransferable, sublicensable, perpetual, irrevocable, royalty-free, worldwide license in such intellectual property to copy, reproduce, practice, compile it, and create derivative works from it, without any duty to account to you.

You acknowledge and agree that there can be no adequate remedy at law for any breach of its obligations under this section and therefore, that upon any such breach or any threat thereof, WENO shall be entitled to appropriate equitable relief in addition to whatever remedies it might have under the Agreement or applicable law.

This section will survive the termination of the Agreement.

Grants of Logos and Marks

Except as otherwise set forth in the Agreement, neither party shall use the name, logos or marks of the other Party or its subsidiaries or affiliates without the prior and express written consent of that Party. Notwithstanding the foregoing, each Party may use the name, logo, or mark of the other Party on such Party’s website and other marketing materials to indicate participation in the Services only while the Agreement is in effect. The Parties agree to discontinue the use of a name, logo, or mark of the other Party upon request and upon the termination of this Agreement. This section will survive the termination of this Agreement.

Disclaimer of Warranties

THE INTEGRATION APIS, SITES, AND OTHER WENO PRODUCTS OR SERVICES (“ALL SERVICES”) ARE PROVIDED ON AN “AS IS” BASIS. WE SPECIFICALLY DISCLAIM, WITH RESPECT TO ALL SERVICES, SOFTWARE, CONTENT OR PRODUCTS PROVIDED BY OR ON BEHALF OF US IN CONNECTION WITH THE AGREEMENT. WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION: (A) THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT; (B) THAT ALL SERVICES WILL MEET YOUR REQUIREMENTS, WILL ALWAYS BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, OR OPERATE WITHOUT ERROR; AND (C) ANY IMPLIED WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE. TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, WE DISCLAIM ANY AND ALL SUCH WARRANTIES.

Limitation of Liability

WHILE WE LABOR TO MAKE OUR SYSTEMS AND PROCESSES SECURE, ERROR-FREE, AND EFFICIENT, WE CANNOT GUARANTEE THAT THEY WILL BE, AND WE WILL HAVE NO LIABILITY ARISING FROM SYSTEM OR PROCESS FAILURES, INTERRUPTIONS, INACCURACIES, ERRORS OR LATENCIES. YOU ACKNOWLEDGE AND AGREE THAT WENO CANNOT GUARANTEE THAT YOUR COMMUNICATION AND INFORMATION WILL BE PROTECTED FROM THEFT OR MISUSE OR THAT OTHER USERS WILL COMPLY WITH THE RESTRICTED USE SECTION OF THIS AGREEMENT, AND WENO WILL HAVE NO LIABILITY ARISING FROM A FAILURE OF ANY SYSTEM OR PROCESS FAILURE, INTERRUPTIONS, INACCURACIES, ERRORS, LATENCIES, OR OF ANY USER'S UNWILLINGNESS TO COMPLY WITH ANY OF OUR REQUIREMENTS. WE WILL IN NO EVENT BE LIABLE FOR ANY LOSS OF DATA, LOSS OF PROFITS, COST OF COVER OR OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT, EXEMPLARY OR RELIANCE DAMAGES ARISING FROM OR IN RELATIONS TO THE AGREEMENT, OR FOR ANY EQUITABLE REMEDY OF DISGORGEMENT OR OTHERWISE, HOWEVER CAUSED AND REGARDLESS OF THEORY OF LIABILITY. IF A JURISDICTION DOES NOT PERMIT THIS EXCLUSION OF LIABILITY AND IF THE ABOVE LIMITATION ON LIABILITY DOES NOT APPLY TO YOU, THEN YOU AGREE THAT IN NO EVENT WILL OUR TOTAL CUMULATIVE LIABILITY UNDER THE AGREEMENT EXCEED ONE UNITED STATES DOLLAR (\$1.00). This section survives the termination of the Agreement.

Force Majeure

WENO will not be liable or deemed in default for failure to fulfill any obligation under the Agreement due to causes beyond its reasonable control, including but not limited to, acts of God or of the public enemy, acts of any Government in either its sovereign or contractual capacity, denial-of-service attacks, insurrection, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunication or internet backbone outages, failure of an internet access provider or other similar causes beyond WENO's control, and WENO shall not be liable for losses, expenses or damages, ordinary, special or consequential, resulting directly or indirectly from such causes.

Governing Law

The validity, construction, and enforcement of this Agreement shall be determined in accordance with the laws of the State of Texas, in the United States of America, without reference to its conflicts of laws and principles.

Arbitration

In the event the Parties are not able to resolve any dispute between them arising out of or concerning the Agreement, or any provision hereof, whether in contract, tort, or otherwise at law or in equity for damages or any other relief, then such dispute shall be resolved only by final and binding arbitration pursuant to the Federal Arbitration Act, conducted by a single neutral arbitrator and administered by the American Arbitration Association, or a similar arbitration service selected by the Parties, in San Antonio, Texas or a location mutually agreed upon by the Parties. The arbitrator's award shall be final, and judgment may be entered upon it in any court having jurisdiction. In the event that any legal or equitable action, proceeding or arbitration arise out of or concern the Agreement, the prevailing Party shall be entitled to recover its costs and reasonable attorney's fees. The Parties agree to arbitrate all disputes and claims in regard to the Agreement or any disputes arising as a result of the Agreement. The Parties agree that the Federal Arbitration Act governs the interpretation and enforcement of this provision. The entire dispute, including the scope and enforceability of this arbitration provision shall be determined by the arbitrator. This section will survive the termination of the Agreement.

Class Action Waiver

Any arbitration under the Agreement will take place on an individual Account basis; class arbitrations and class/representative/collective actions are not permitted. THE PARTIES AGREE THAT A PARTY MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS, COLLECTIVE, AND/OR REPRESENTATIVE PROCEEDING, SUCH AS IN THE FORM OF A PRIVATE ATTORNEY GENERAL ACTION AGAINST THE OTHER. Further, unless both you and WENO agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. This section will survive the termination of the Agreement.

Statute of Limitations

You agree that any claim or cause of action arising out of this Agreement must be filed within eighteen months after such claim or cause of action arose or be forever abated, regardless of any statute or law to the contrary.

Indemnification

You agree to indemnify, defend, and hold harmless WENO and its affiliates, officers, directors, employees, contractors, and licensors from any demands, claims, damages, liabilities, expenses, or harms, including reasonable attorney fees incurred by WENO, arising out of your inability to use the Services because of your violation of this Agreement, or your violation of any rights of a third party, or your violation of an Applicable Law. You will not settle any indemnified claim without our written consent. WENO reserves the right, at its own cost, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you will fully cooperate with WENO in asserting any available defenses. This section will survive the termination of the Agreement.

Severability

If any part of the Agreement shall be held to be void or unenforceable, such part will be treated as severable, leaving valid the remainder of the Agreement notwithstanding the part or parts found to be void or unenforceable as long as the commercial goals of the Agreement may be reasonably met. The failure of WENO to enforce any provision of the Agreement will not constitute a waiver of WENO's rights to subsequently enforce the provision. Your failure to enforce any provision of the Agreement will not constitute a waiver of your rights to subsequently enforce the provision. This section will survive Termination of this Agreement.

Headings

The heading of any section or subsection contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement or a representation as to the contents of the same.

Language

Any version of this Agreement in a language other than English is provided solely for convenience and the English language version will control if there is any conflict.

Entire Agreement

This Agreement, and all documents referenced herein, are the Parties entire Agreement relating to its subject and will supersede any prior or contemporaneous agreement. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original but all of which taken together shall constitute one and the same instrument.

Exhibit A – Optional Signature Section

If this Exhibit is completed by the Parties, then this Agreement has been entered into on [enter date] as evidenced by each Party's authorized signature below.

by WENO Exchange LLC, a Texas Limited Liability Company

Name:

Title:

Signature:

by You:

Your Name and Title:

Legal Company Name and formation type (if applicable):

Signature:

Exhibit B - WENO BUSINESS ASSOCIATE ADDENDUM

THIS WENO BUSINESS ASSOCIATE ADDENDUM (“**Addendum**”) is made part of by reference to any underlying agreement by and between WENO and you if you are a covered entity or if you are a business associate. WENO is considered a business associate of covered entities according to the HIPAA rules.

The Parties hereby agree as follows:

Catch-all definitions. The following terms used in this Addendum shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Limited Data Set, Notice of Privacy Practices, Protected Health Information (“PHI”), Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

Specific definitions.

“Business Associate” shall generally have the same meaning as the term “Business Associate” at 45 CFR 160.103, and in reference to the Party to this Addendum.

“Covered Entity” shall generally have the same meaning as the term “Covered Entity” at 45 CFR 160.103, and in reference to the Party to this Addendum.

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

Obligations and Activities of Business Associate. Business Associate agrees to:

Not use or disclose PHI other than as permitted or required by the Agreement or as required by law;

Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of PHI other than as provided for by the Agreement;

Within twenty days, report to YOU any use or disclosure of PHI not provided for by the Agreement of which it becomes aware of, including breaches of unsecured PHI as required at 45 CFR 164.410, and any security incident of which it becomes aware;

In accordance with 45 CFR 164.5029(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

Make available protected health information in a designated record set to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.524;

Make any amendment(s) to protected health information in a designated record set as directed or agreed to by the Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.526;

Maintain and make available the information required to provide an Accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity’s obligations under 45 CFR 164.528;

To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s); and

Make its internal practices, books, and records, available to the Secretary for purposes of determining compliance with the HIPAA Rules.

Permitted Uses and Disclosures by Business Associate

Business Associate may use or disclose protected health information as necessary to perform functions, activities, or the Services set forth in the Agreement between the Parties, provided that such use or disclosure does not violate the HIPAA Rules.

Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate provided that such disclosures are (i) Required by law, or (ii) Business Associate obtains reasonable assurances, evidenced by written contract, from the person or entity to whom the information is disclosed that it will remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person or entity, and the person or entity agrees to notify the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. All disclosures will be made in accordance with the HIPAA Rules.

Business Associate may conduct data aggregation, as that term is defined in the HIPAA Rules under 45 CFR Section 164.501. Business Associate may use Protected Health Information to de-identify Protected Health Information in accordance with 45 CFR 164.514 of the HIPAA Rules, and Business Associate may subsequently use and disclose de-identified data unless prohibited by applicable law.

Business Associate shall use, disclose, or request Protected Health Information in a Limited Data Set if practicable. Otherwise, Business Associate shall, in the performance of its function and activities on Covered Entity's behalf, make reasonable efforts to use, disclose, or to request of a Covered Entity only the minimum Protected Health Information necessary to accomplish the intended purpose of the use, disclosure, or request when Covered Entity would be required to do so by 45 CFR 164.502(b) of the HIPAA Rules.

Covered Entity's Responsibilities to Business Associate

Covered Entity shall notify Business Associate, within 15 days, if practical, of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 64.520 of the HIPAA Rules, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

Term and Termination

Term. The Term of this Addendum shall be effective as of the Effective Date, and shall terminate upon termination of the Agreement or on the date either Party terminates for breach as authorized in paragraph (b) of this Section, whichever is sooner.

Termination for Breach. Either party may terminate the Agreement if it reasonably determines that the other Party has breached a material provision of this Addendum. The terminating Party may exercise the right to terminate the

Agreement by providing the breaching Party written notice of termination, stating the breach of the Addendum that provides the basis for the termination. If the breaching Party has not cured the breach within a reasonable time after receipt of the notice of termination, the terminating party may terminate this Agreement.

Obligations upon Termination. Upon termination of this Agreement for any reason, Business Associate shall, if feasible, return to Company or destroy all Protected Health Information. Business Associate shall complete such return or destruction as promptly as possible. If Business Associate, determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall, at its sole discretion, extend the protection of the Addendum to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

General Provisions

Conflicts. The terms and conditions of this Addendum will override and control any conflicting term or condition of the Agreement. All non-conflicting terms and conditions of this Agreement remain in full force and effect.

Interpretation. Any ambiguity in the Addendum shall be interpreted to permit compliance with the HIPAA Rules.

Regulatory Reference. A reference in this Addendum to a section in the HIPAA Rules means the section as in effect or as amended.

Governing Law. This Addendum shall be governed by and construed in accordance with the laws of the State of Texas, to the extent not preempted by federal law.

EXHIBIT C - Fee Schedule

All special projects are by quote and require a statement of work.

WENO Online Service Fees

Prescriber Users Roles:

- \$48/year, due at activation & user's anniversary. No refunds.
- \$4/month EPCS role (ePrescribe controlled substances) or International Prescriber
- \$2/month for 1-200 ePrescriptions sent; then 1 cent each if over 200 are sent in the previous month.
- \$8/month option to remove advertisements for the prescriber.
- Monthly fees are not prorated on the first or last month of applicable Service.

All Other User Roles:

- Free
- Optional \$8/month to remove advertisements for the user. The fee on the first or the last month this service is used is not pro-rated.

EZ Integration Accounts:

- \$300 one time sign on to get off test mode, due upon activation. No refunds.
- Prescriber and Other Users fees apply

Individual Pharmacy Accounts:

- Other User fees apply

Chain Pharmacy Accounts:

- \$500 one-time sign on fee due upon activation. No refunds.
- Other User fees apply
- Monthly Transaction fees are the greater of \$45 flat fee or \$0.05 per NewRx or CancelRx received in the previous month of Service.

EHR Affiliated Clinic Accounts (for WENO Online API use):

- Requires Intermediary sign on and data base license fees
- Prescriber and User fees apply

WENO Online monthly fees are billed on 1st of every month and if payment fails, we retry on 8th of the month. If payment fails again, the monthly fee's associated service will be suspended.

WENO’s Intermediary Network Service Fees

<i>Trading Partner Type</i>	<i>Other Fees</i>	<i>Monthly Fees</i>
PTVs or Chain Pharmacies	<p>\$0 sign on fee unless special agreement is required, then by quote.</p> <p>Special projects by quote.</p>	<p>Baseline billable transaction fee is \$0.10, then we apply the following earned discounts:</p> <ul style="list-style-type: none"> - \$0.01 for paying by payment method on record - \$0.0125 if 100+ pharmacies are on - \$0.03 if 1000+ pharmacies are on - \$0.04 if 3000+ independent pharmacies are on - \$0.04 if chain has 3000+ pharmacies and all are on <p>Billable transactions (non are test or duplicates)</p> <ul style="list-style-type: none"> • NewRx received • RxRenewalResponse received • NewRxRequestDenied received (if the NewRxRequest is approved, a NewRx is sent) • CancelRx received • ChangeRxResponse received • Resupply sent • RxHistoryResponse received <p>Options: Add \$0.005 each to the baseline billable transaction fee in order to remove CancelRx or ChangeRxResponse transactions as billable.</p>
EHRs	<p>\$1550 sign on fee. Includes 2-year drug database license. \$350/yr. to renew drug database license.</p> <p>\$8 per year prescriber for ID proofing through ID.me.</p> <p>Special Projects by quote.</p>	<p>10 cents each NewRx sent with a \$0.02 discount per NewRx available – refer to the Switch EHR guide for details. The discount only applies if EHR remains in compliance with network participation rules while on the live environment.</p> <p>Invoices are due immediately by payment method on record.</p>
Health Plan or PBM	<p>Sign on fee is by quote as this requires special agreement.</p>	<p>\$0.25 to \$0.15 cents per Medication History Response for matching covered live. The fee varies depending on plan participation beyond what is required for Medicare part D plans. Invoices are due immediately by payment method on record.</p>

Exhibit D – Service Level Agreement (SLA)

The following service levels apply to the Agreement. Your only remedy if WENO does not meet the SLA conditions during a given month will be a five percent credit for any fees paid to WENO for the same month of service. The credit will be applied to future fees, unless there are no future fees, then the credit will be refunded. To claim credit, report SLA variance via a support ticket within 30 days.

99% Uptime

WENO's System will be provided at ninety-nine percent uptime measured monthly, excluding planned outages which will not exceed twenty (20) hours per month. Planned outages will be 11:00 p.m. to 4:00 a.m. Central Standard Time. WENO may announce up to three weekend outages per year that will be scheduled from Saturday 11:00 p.m. to Monday 4:00 a.m. Central Standard Time. Weno will notify you if a planned outage schedule changes and also to announce any planned weekend outage.

Technical Support

Technical Support is available seven days a week, twenty-four hours a day via phone, email, or ticketing system. A help desk will be staffed with qualified personnel from 8:00 a.m. to 5:00 p.m. Central Standard Time, Monday through Friday, excluding holidays. Client should report Severity 1 and 2 on Support ticket on their dashboard to log response time appropriate for this service level. Support requests are logged and tracked and WENO will respond according to the severity levels as set forth below:

Severity Level 1 (Critical) Support Issue

A Critical Level 1 issue means that you are reporting that business operations cannot reasonably continue. This could be that the server is not responding, and this not during any planned or schedule outage. WENO will provide an initial response within one hour and on-going (24 hour) commitment of resources with hourly updates until resolved. You must record event by opening a new support ticket in addition to using at least one other means to notify WENO of the critical event. The support ticket time stamp will be used to measure responses.

Severity Level 2 (High Priority) Support Issue

A High Priority Level 2 issue is an impairment that is circumvent-able; impact on production is measurable; work-around exists but is not viable for long-term. Such as partial system functionality, patient safety eRx issue, or a suspected or confirmed fraudulent eRx transmitted. WENO will provide an initial response within 4 hours during normal business hours, then focused resolution with regular updates. You must record the high priority event by opening a new support ticket in addition to using at least one other means to notify WENO of the high priority event. The support ticket time is used to measure initial response and regular updates.

Severity Level 3 (Standard) Support Issue

A Standard Level 3 issue is a non-service affecting issue, such as a request for an improvement or reporting a bug.

WENO Exchange Agreement last updated June 7, 2024

WENO will provide an initial response within 1 normal business day when you record a standard issue by opening a new support ticket. The issue will receive reasonable focus with updates.

WENO's Intermediary Transaction Routing Service Level

Ninety-five percent of non-test transactions successfully sent to WENO's Intermediary Service for routing during the month will be posted to recipient's designated endpoint within 10 seconds as measured by the last byte WENO confirms the transaction's payload is valid and accepts it ("Payload Received Time") to the first byte WENO posts the transaction to the recipient's endpoint ("Post Time"). WENO measures and reports each of these times on your dashboard transaction page.

Technical Support

Technical Support is available seven days a week, twenty-four hours a day via phone, email, or ticketing system. A help desk will be staffed with qualified personnel from 8:00 a.m. to 5:00 p.m. US Central Standard Time, Monday through Friday, excluding holidays. You are required to log support request on dashboard support ticketing system to effectively track and measure WENO's Technical Support service level.

Exhibit E –Optional Statement of Work

Insert Statement of Work here for special projects or as otherwise required and agreed to by the Parties.