

**EXHIBIT B****SURESCRIPTS REQUIREMENTS**

These Surescripts Requirements under the Client Service Agreement by and between PRN and Client are incorporated into the Client Service Agreement, as such Surescripts Requirements may be amended from time to time.

1.1 Client acknowledges that the ability to use the Subscription Service and Custom Portal to send prescriptions through Surescripts is dependent upon Client's receipt of certification by Surescripts. Certification criteria are determined in the sole discretion of Surescripts and may change at any time without notice to Client or PRN. Client and its Prescriber End Users will access and utilize the Surescripts network and services only in accordance with the terms and conditions of this Agreement. Client acknowledges that the agreement between Surescripts and PRN (the "**Distributor Agreement**") requires that Client and its Prescriber End Users agree to the Distributor Agreement's terms and conditions included in relevant part herein as a condition to access and utilize the Surescripts network and maintain its Surescripts certification. Client further expressly acknowledges that this Agreement is subject to and subordinate in all respects to the terms and conditions of the Distributor Agreement.

1.2 Client shall designate at least one (1) employee to act as its administrator under this Agreement (the "**Client Administrator**"). The Client Administrator shall be PRN's primary contact for all matters related to this Agreement and the Subscription Service and Custom Portal.

1.3 Client shall provide PRN access to the Client Solution and its system administrator(s) as necessary to integrate and maintain the Custom Portal.

1.4 Client shall, and shall cause its Prescriber End Users, to fully comply with the terms and conditions hereof and the Surescripts materials provided by PRN, subject to such confidentiality restrictions as PRN shall require. In addition, Client shall maintain the confidentiality of any Surescripts Confidential Information it receives as PRN shall require and with no less than a reasonable degree of care. Any documentation provided to Client or its Prescriber End Users under this Agreement by Surescripts, whether directly or indirectly, is Confidential Information and may not be copied or used in any way other than as specifically authorized by PRN. "**Confidential Information**" means information, whether or not it is reduced to writing or marked, which is disclosed from one party to another party, in connection with the Distributor Agreement, that is (i) nonpublic information, (ii) a trade secret under applicable law, or (iii) is information that a reasonable person in the field should know is confidential or proprietary based on the context or the content of the disclosure.

1.5 Client acknowledges, and shall cause its Prescriber End Users to acknowledge, that, to the extent Client, or its Prescriber End Users, causes PRN to submit to Surescripts by mail, email, telephone, or otherwise, suggested or recommended changes to the Surescripts network, the Surescripts services or Surescripts materials, including without limitation new features or functionality relating thereto, or any ideas, comments, recommendations, suggestions, questions or the like, Surescripts is free to use such feedback.

1.6 Client shall use the Subscription Service and Custom Portal and shall otherwise perform its obligations under this Agreement in compliance with applicable law, including, without limitation, those relating to the regulation of controlled substances, licensure, and the issuance by a Prescriber End User of a valid prescription. Client shall cause its Prescriber End Users to perform its obligations under this Agreement in a manner that complies with applicable law.

1.7 Client shall not, and shall cause its Prescriber End Users to not, reconfigure or disable any portion of the Subscription Service and/or Custom Portal. Client shall not, and shall cause its Prescriber End Users to not, modify, change, or otherwise alter any portion of the Subscription Service and/or Custom Portal in any manner without first providing advance written notice to PRN to provide to Surescripts to seek certification from Surescripts.

1.8 Client represents and warrants that (i) it is not a party to any agreement or other arrangement with Surescripts; (ii) all Prescriber End Users and/or prescribing agents that use the Subscription Service and Custom Portal possess the requisite licensure or authority to enter a prescription in or otherwise use the Subscription Service and Custom Portal, and Client shall activate or deactivate such users accordingly; (iii) all Prescriber End Users have certified that they have obtained all patient consents and/or authorizations required by applicable law, as well as any additional consents required by Surescripts, and for the avoidance of doubt, all Prescriber End Users have provided all necessary authorizations required for Surescripts to use all information provided by PRN, Client and Prescriber End Users; (iv) all prescriptions entered in the Subscription Service and Custom Portal are the result of a valid Prescriber End User's clinical judgment based upon an evaluation of the patient in accordance with applicable law; and (v) the marketing and compensation practices of Client comply with applicable law, including, to the extent applicable, those enforced by the U.S. Food and Drug Administration and the U.S. Department of Health and Human Services Office of Inspector General.

1.9 Client shall have in place, and shall contractually require that each Prescriber End User have in place, appropriate, reasonable safeguards against the destruction, loss or alteration of Surescripts data or participant data that are no less rigorous than those maintained by PRN for its own information of a similar nature.

1.10 Client shall, and shall cause its Prescriber End Users to, transmit information pursuant to the applicable Surescripts

service in accordance with the Surescripts materials and applicable law. Client shall have in place, and shall contractually require that each Prescriber End User have in place, appropriate administrative, technical, and physical safeguards to protect the privacy and security of Private Information and PHI and shall reasonably safeguard Private Information and PHI from any intentional or unintentional use or disclosure that is in violation of the Privacy Rule set forth at 45 Code of Federal Regulations Parts 160 and 164, and limit incidental uses or disclosures made pursuant to otherwise permitted or required disclosures. "Private Information" means: (i) Nonpublic Personal Financial Information and, as applicable, Nonpublic Personal Health Information, as defined by the Gramm-Leach-Bliley Act; or (ii) any data or information that: (1) relates to an individual, and (2) identifies or can reasonably be believed to form the basis for identifying an individual (such as, but not limited to, an individual's name, postal address, e-mail address, telephone number, date of birth, Social Security number, driver's license number, financial account number, or any other unique identifier), in each case, that is provided to PRN by Surescripts. Private Information does not include PHI.

1.11 Client shall not enter PHI in testing software environments of the Subscription Service and Custom Portal.

1.12 If Surescripts makes any addition or modification to its network to comply with applicable law, PRN shall notify Client and Client shall complete, and cause its Prescriber End Users (if applicable) to complete, any and all corresponding additions or modifications required to be made to the Subscription Service and Custom Portal as a result of the change within the earlier of (1) six (6) months after Surescripts provided notice to PRN, or (2) the time required by applicable law.

1.13 If Surescripts makes any addition or modification to its network not required by applicable law, PRN shall notify Client and Client shall complete, and cause its Prescriber End Users (if applicable) to complete, any and all corresponding additions or modifications required to be made to the Subscription Service and Custom Portal as a result of the change within (1) six (6) months after Surescripts provided notice to PRN, or (2) such later date specified by Surescripts.

1.14 Client acknowledges that failure by it or its Prescriber End Users (if applicable) to make the additions or modifications within the time periods above may result in Surescripts ceasing to provide services until such additions or modifications are made or decertification.

1.15 Client acknowledges that Surescripts can decertify a Prescriber End User's software at any time upon written notice to PRN, upon a good faith showing that such software is not compatible with (1) the Surescripts network, (2) patient safety, (3) certification requirements in the Surescripts materials, or (4) the terms and conditions of the Distributor Agreement. Client acknowledges that Surescripts may prohibit the use of the Surescripts network on behalf of Client and/or any Prescriber End User whose version of the PRN software is not then currently certified by Surescripts. Client acknowledges that Surescripts retains the right to immediately suspend access to the Surescripts network and services, in its sole discretion, if Surescripts reasonably perceives there to be (i) a patient safety concern; (ii) a violation or potential violation of applicable law; or (iii) an unauthorized use of the Surescripts network; and if such issue is not adequately resolved to Surescripts' satisfaction, to decertify the software as provided herein.

1.16 Client shall, and shall cause its Prescriber End Users to, conduct identity proofing and authentication sufficient to comply with any Surescripts requirements, including the Surescripts materials, applicable laws, and industry standards to Surescripts' reasonable satisfaction to confirm that all messages transmitted via the Surescripts network originate from Prescriber End Users who are licensed to use the application for the service(s) for which Surescripts has certified the Subscription Service and Custom Portal and who are registered with PRN or Client in accordance with the Distributor Agreement. Client shall designate Prescriber End Users only after such identity proofing and authentication has been completed and subject to ongoing satisfaction of such requirements, including that such Prescriber End Users meet the definition thereof.

1.17 Client shall not, and shall require that its Prescriber End Users do not, use any means, program or device, or permit any other person to use any means, program or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to influence or attempt to influence, through economic incentives or otherwise, the prescribing decision of a prescriber at the point of care if (1) such means, program or device is triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient, and (2) that prescription shall be delivered via the Surescripts network. Notwithstanding the above, Client or its Prescriber End Users may: (A) show information regarding a payer's formulary and benefit plan design, including patient lowest cost options, on/off tier, prior authorization, step therapy, coverage status, and co-pay information; and/or (B) deliver or have delivered to Prescriber End Users clinical alerts that are sourced from payers and/or are attributed to generally recognized and reputable sources providing clinical information to the prescriber, even if, in the event of either (A) or (B), such information influences the patient or prescriber's choice of pharmacy or other prescribing decisions. In addition, in the event of either (A) or (B) above, PRN shall: (i) allow the Client and its Prescriber End Users to access all pharmaceuticals known through generally available sources used in the industry, and all pharmacies, including all retail and mail service pharmacy options available; and (ii) not design the Subscription Service and Custom Portal to preclude a physician or patient from selecting any particular pharmacy or pharmaceutical. Any custom lists created and maintained by Prescriber End Users within the Subscription Service and Custom Portal, including but not limited to: (i) an individual Prescriber End User's most often prescribed medication list; (ii) an individual Prescriber End User's most often used pharmacy list; and/or (iii) an individual Prescriber End User's most often used SIGs (i.e., instructions for the use of medications), are permissible. If Client or its Prescriber End Users violates this section, Surescripts may suspend access to the Surescripts network and services with respect to Client or its Prescriber End Users.

1.18 Client and its Prescriber End Users agree to confirm the accuracy of the prescription benefit and medication history information with its patients prior to providing any medical services based on the prescription benefit and medication history supplied through the Surescripts network and that they shall use their professional judgment in the provision of care.

1.19 Client acknowledges, and shall cause its Prescriber End Users to acknowledge, that the prescription benefit and medication history information provided via the Surescripts services is not complete or accurate and that neither Surescripts nor its data sources provides any representations or warranties with respect to the accuracy or completeness of the prescription benefit or medication history information and Client releases and holds harmless, and shall cause its Prescriber End Users to release and hold harmless, Surescripts and any person or entity providing prescription benefit or medication history information from any liability, cause of action, or claim related to the completeness or lack thereof of the prescription benefit or medication history information.

1.20 Client acknowledges that Surescripts makes no representation or warranty regarding the availability through the Surescripts network of any particular Surescripts data source or other Surescripts participant in the Surescripts network, and all such data sources are provided on an “as is” and “as available” basis. At any time, such data sources or other participants in the Surescripts network may be added to or deleted from the Surescripts network or may limit access to their data, and such changes may occur without prior notice. Client acknowledges that the Surescripts network is not intended to serve as a replacement for: (i) a written prescription where not approved as such by the appropriate governmental authorities or where such written prescription is required for record keeping purposes; or (ii) applicable prescription documentation. Use of the Surescripts network is not a substitute for a health care provider’s standard practice or professional judgment. Any decision with regard to the appropriateness of treatment, or the validity or reliability of information, is the sole responsibility of a patient’s health care provider. Client acknowledges that Surescripts uses available technology to match patient identities to provide the Surescripts services in accordance with the Distributor Agreement. 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 prescription benefit and/or medication history information provided pursuant to the services. Therefore, it is the responsibility of any treating physician or other health care provider or facility (and not the responsibility of Surescripts) to verify prescription benefit or medication history information through other means with each patient (or the patient’s representatives, as applicable) before such information is relied upon or utilized in diagnosing or treating the patient. Surescripts is not a health plan, health care provider, nor prescriber. Surescripts does not and cannot independently verify or review the information transmitted through the Surescripts network for accuracy or completeness.

1.21 Client acknowledges, and shall cause its Prescriber End Users to acknowledge, that any Surescripts data source, in its sole discretion, may elect not to send or receive messages transmitted to or from PRN via the Surescripts network pursuant to the Distributor Agreement.

1.22 Client shall allow PRN and/or Surescripts, itself or through its designee, to access, inspect, and audit records of the Client relating to the use of the Surescripts network, Surescripts data and data or information provided by Surescripts participants, including, but not limited to, a copy of the business associate agreement between PRN and Client.

1.23 In the event that Surescripts and/or PRN identify suspected fraudulent activity, Client agrees to cooperate with any investigation including providing any requested supporting or clarifying documentation within five (5) business days from a request by Surescripts and/or PRN. Client acknowledges, and shall cause its Prescriber End Users to acknowledge, that any suspected fraudulent Client or Prescriber End User will be disabled within 72 hours of PRN receiving notice of suspected fraudulent activity from Surescripts. If, following an investigation into suspected fraudulent activity, the non-compliant Client and/or Prescriber End User remain non-compliant with the terms hereof or any Surescripts materials, Surescripts may, in its reasonable discretion, (i) suspend or terminate the non-compliant Client and/or Prescriber End User’s access to the Surescripts network and services; or (ii) enforce any other appropriate restrictions as determined by Surescripts.

1.24 Client, and each Prescriber End User, is prohibited from making any use or disclosure of any data or information provided by Surescripts data sources or by Surescripts to PRN in connection with the services provided under the Distributor Agreement, except as expressly authorized in the Distributor Agreement and as permitted by the Business Associate Agreement between Surescripts and PRN (the “**Business Associate Agreement**”). Additionally, Client and each Prescriber End User, shall not attempt to capture, copy, store, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided to Client by or through the Surescripts network other than as expressly authorized in the Distributor Agreement and as permitted by the Business Associate Agreement. Except as specifically set forth in the Distributor Agreement, Client shall, and shall cause its Prescriber End Users to, act solely as a passive conduit of information sent through the Surescripts network. Nothing herein is intended to restrict the use of data or information that has become a part of a patient’s permanent record.

1.25 Client acknowledges that Surescripts may terminate the use of the Surescripts network (with no cure period) with respect to Client or its Prescriber End User if (1) Client or its Prescriber End User is not duly licensed under applicable law to use PRN’s application for the Surescripts services for which Surescripts has certified the application, or (2) an act or omission of Client or its Prescriber End User would, if it were an act or omission of PRN, constitute a material breach of the Distributor Agreement, which termination will take effect upon Surescripts’ delivery of written notice to PRN, which PRN shall forward to Client and/or Prescriber End User, as applicable, within five (5) days of PRN’s receipt of it.

1.26 Client shall not, and shall not permit its Prescriber End Users to, physically or electronically send or store PHI or any other individually identifiable information outside of the United States of America.

1.27 Client shall not distribute the services to entities that have Technology Vendors as customers for any line of business, health plans, pharmacies, patients, health information exchanges, health information networks, qualified health information networks, and pharmaceutical companies.

1.28 Client acknowledges that PRN may provide to Surescripts lists of its customers, including Client, to include services

distributed to each that has access to the Surescripts network, services or data. Surescripts shall treat such information as Confidential Information.

1.29 If and only if Client is a health care provider, Client may not distribute the services and any attempt at the distribution of the services shall be null and void and have no effect.

1.30 If and only if Client has pharmacy operations, Client shall maintain all data and information provided by Surescripts data sources on a partitioned server on the non-pharmacy side of an internal firewall that is separated or “walled off” from all other pharmacy activities. Client shall not use data or information provided to PRN or to Client or its affiliates pursuant to the Distributor Agreement or this Agreement to promote Client or its affiliates dispensing pharmacy services or to augment Client’s or its affiliates’ own medication history records.

1.31 If and only if Client is a Technology Vendor, Client may not distribute, and may not appoint any additional tiers of sub-distributors to distribute, the services and any attempt at the distribution of the services shall be null and void and have no effect. Only Technology Vendors that have been approved by Surescripts prior to gaining access to the Surescripts network may receive the services. When requested, Client shall (i) provide completed use case questionnaire(s) to PRN for PRN to submit to Surescripts for review and approval and (ii) respond to any requests for additional information within ten (10) business days of PRN’s submission of the completed use case questionnaire(s) to Surescripts. **“Technology Vendor”** means an electronic health record or an electronic medical record vendor located in the United States or a United States territory that distributes the services provided to Client from PRN to health care providers located in the United States or a United States territory.

1.32 If and only if Client uses telehealth encounters with Prescriber End Users, then (i) Client acknowledges that federal, state, and local telehealth/telemedicine laws may apply to its business; (ii) Client represents that it has researched, understands, and is in compliance with such applicable federal, state, and local telehealth/telemedicine laws in the use of any services for such telehealth encounters; (iii) and Client will continue to monitor changes in federal, state, and local telehealth/telemedicine laws and continue to comply with such new and updated applicable laws in the use of any services for such telehealth encounters.

1.33 Client acknowledges, and shall cause its Prescriber End Users to acknowledge, that, to use the Surescripts Core Services, Client and its Prescriber End Users must comply with the NCPDP SCRIPT standards, and the requirements set out in the Surescripts materials. Prescription Routing Services, Medication History for Ambulatory Services and Eligibility and Formulary Services may only be used for treatment of a specific patient in a scheduled or walk-in outpatient visit or another specific outpatient treatment event. Client and its Prescriber End Users shall not access or attempt to access these Prescription Routing Services, Medication History for Ambulatory Services and Eligibility and Formulary Services for an inpatient or other acute service or for any institutional service. Client acknowledges that it may only receive the Surescripts Core Services if it is (i) a Technology Vendor that does not have an e-prescribing module within its product portfolio, provided that in the event Client has multiple platforms, Client may select PRN as its e-prescribing vendor for one or more, not necessarily all, of Client’s platforms if PRN will be the Client’s sole prescribing vendor for Client’s platform(s) that will be accessing the Surescripts Core Services, or (ii) a health care provider who uses PRN’s e-prescribing platform or a similar e-prescribing application provided by PRN.

1.34 If and only if Client uses Electronic Prior Authorization (“EPA”) Services, Client and its Prescriber End Users may only initiate the EPA Service Messages when the selected pharmaceutical requires a prior authorization for that patient. All warranties are disclaimed by Surescripts as it relates to the supplemental Prior Authorization Services. Client acknowledges that, to be offered or distributed the EPA Services, Client must also receive Surescripts Core Services through PRN, and Client is only permitted to submit a PAInitialRequest in conjunction with the Surescripts Core Services. Surescripts may contract with third-party providers to deliver supplemental services as part of the EPA Services, which may include, but are not limited to, (i) the option to access additional prior authorization forms, including a library of PDF prior authorization forms and traditional and electronic faxing capabilities as a method of communicating with pharmacy benefit managers that are not otherwise participating in the EPA Service, (ii) the provision of physician training and EPA processing assistance via phone, or (iii) such other services as Surescripts deems appropriate to enhance the EPA Service (the **“Supplemental PA Services”**). Client acknowledges, and shall cause its Prescriber End Users to acknowledge, that such Supplemental PA Services are provided “as is” and “as available” without warranty of any kind. Any warranties are disclaimed by Surescripts as it relates to the Supplemental PA Services. In addition, Surescripts’ sole liability to Client and its Prescriber End Users, and their exclusive remedy, for claims of any type arising from the use of the Supplemental PA Services shall be to use commercially reasonable efforts to correct any errors or omissions in the Supplemental PA Services as soon as possible after Surescripts’ discovery of any such error or omission or written notification to Surescripts thereof by PRN. Client acknowledges that, to use the Electronic Prior Authorization Services, Client must also receive Surescripts Core Services through PRN. **“EPA Services”** means a series of real-time messages based on the NCPDP electronic prior authorization transaction standards that electronically supports the exchange of information necessary to facilitate the completion of a prescription under the patient’s pharmacy benefit. **“EPA Service Messages”** mean the PAInitiationRequest, PAInitiationResponse, PAResponse, PAAppealRequest, PAAppealResponse, PACancelRequest, and PACancelResponse real-time transactions. **“Surescripts Core Services”** means the Prescription Routing Service, Eligibility and Formulary Service, and the Medication History for Ambulatory Service. **“Prescription Routing Service”** means the series of transactions that enable a Prescriber End User to transmit a prescription electronically across the Surescripts network. **“Eligibility and Formulary Service”** means a series of transactions that enable a Prescriber End User to request formulary and coverage status for a specific patient from Surescripts participants who provide formulary and coverage statuses through the Surescripts network. **“Medication History for Ambulatory Service”** means a series of transactions that enable a Prescriber End User to request medication history for a specific patient from Surescripts participants who provide medication history through the Surescripts network.

1.35 If and only if Client uses Real Time Prescription Benefit Services, Client acknowledges that, to be offered or distributed the Real Time Prescription Benefit Services, Client must also receive Surescripts Core Services or Prescription Routing Services through

PRN. Client is only permitted to submit a Real Time Prescription Benefit Request in conjunction with the Surescripts Core Services or Prescription Routing Service. **“Real Time Prescription Benefit Services”** means a series of transactions that provides real-time, patient-specific benefit and drug information inside the electronic prescribing workflow.

1.36 If and only if Client uses Prescription Routing Services, Client acknowledges that Client and each Prescriber End User is only permitted to use the Prescription Routing Services in compliance with the NCPDP Script standards, and the requirements set out in the Surescripts materials. Client acknowledges that, to use the Prescription Routing Services, it must be a Technology Vendor that (i) does not have an e-prescribing module within its product portfolio, provided that in the event Client has multiple platforms, it may select PRN as its e-prescribing vendor for one or more, but not necessarily all, of its platforms if PRN will be the Client’s sole e-prescribing vendor for its platform(s) that will be accessing the Prescription Routing Services and (ii) only supports Prescriber End Users that never accept health insurance.

1.37 If and only if Client uses LTPAC Medication History for Reconciliation Services, Client and its Prescriber End Users shall not attempt to access these services except in connection with and in conjunction with the treatment of a specific patient in conjunction with a patient event in a healthcare setting. Client and its Prescriber End Users may only access the LTPAC Medication History for Reconciliation Services in conjunction with a patient’s admission to the applicable healthcare setting. For the purposes of clarity, LTPAC Medication History for Reconciliation Services may only be accessed in the following healthcare settings: urgent care centers, same day surgery centers, long term and post-acute care facilities, palliative care, behavioral health centers (i.e., mental health care facilities, psychiatric facilities, and addiction centers), prisons, hospice and home health care agencies. Client shall require that each Prescriber End User shall obtain the consent of the patient prior to requesting LTPAC Medication History for Reconciliation Services for such patient. Prior to any use of the LTPAC Medication History for Reconciliation Services, Client shall ensure that all appropriate consents and authorizations have been obtained as required by applicable law, and that such consents allow disclosure of all elements of data to be exchanged, whether or not PRN, Client or its Prescriber End Users have specifically requested or intend to use all such data elements. Client acknowledges that, if Surescripts determines, in its sole reasonable discretion, that use of the LTPAC Medication History for Reconciliation Services is not in compliance with the limitations set forth herein, Surescripts may terminate access to the LTPAC Medication History for Reconciliation Services, as applicable, for Client and/or its Prescriber End User for material breach in accordance with the Distributor Agreement.. **“LTPAC Medication History for Reconciliation Services”** means the Surescripts services designed to allow authorized health care providers and their authorized agents in a healthcare setting to electronically access, in real time, a patient’s medical history, including but not limited to, information from pharmacy benefits managers and pharmacies for the purpose of medication reconciliation.

1.38 Client acknowledges, and shall inform its Prescriber End Users, that Surescripts has a royalty free license to use all directory and related directory information on Prescriber End Users that shall come to reside within the Surescripts network database, whether provided by or on behalf of PRN, Client, Prescriber End Users, or otherwise.

Client shall not change its business model or method of doing business in such a manner as to disqualify it from the services certified by Surescripts. In the event that Client does so, PRN shall be entitled to terminate this Agreement immediately upon written notice to Client.