

SERVICE AGREEMENT

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| Subscriber: | |

This SERVICE AGREEMENT (this "Agreement") is entered into on the _____ day of _____, 20____ (the "Effective Date"), by and between NDCHealth Corporation d/b/a RelayHealth ("RelayHealth") and the above-referenced Subscriber.

RECITALS

RelayHealth is in the business of providing certain network and other services to pharmacies. Subscriber is in the business of operating pharmacies and, in connection therewith, desires to receive certain of the services offered by RelayHealth, all in accordance with the terms and conditions contained herein.

NOW, THEREFORE, for and in consideration of the above premises, the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt, adequacy and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. **ENGAGEMENT OF RELAYHEALTH.** Subject to the terms and conditions of this Agreement, Subscriber agrees to purchase from RelayHealth, and RelayHealth agrees to use commercially reasonable efforts to provide Subscriber with, the service(s) listed set forth in Exhibit A attached hereto (individually, a "Service" and collectively, the "Services").
2. **USE OF THE SERVICES.** Subscriber agrees to utilize the Services in accordance with the terms and conditions of this Agreement, RelayHealth's instructions and specifications, and any Recipient (as defined in Exhibit A) -imposed instructions and specifications. Subscriber shall comply with all applicable laws and regulations relating to the Services now or hereafter imposed.
3. **CHARGES.** Charges for the Services shall be as set forth on Exhibit A attached hereto.
4. **TERM.** This Agreement shall remain in full force and effect for the initial term of one (1) year, and, unless otherwise terminated in accordance with the terms hereof, shall thereafter automatically renew for one (1) year periods on the same terms and conditions contained herein, or as otherwise amended, unless either party gives the other party written notice of its desire not to renew this Agreement ninety (90) days prior to the expiration of the initial or then-current renewal term.
5. **TERMINATION.**

(a) In addition to any other termination rights set forth in this Agreement, in the event either party commits a material breach of any one (1) or more provisions contained in this Agreement, the other party may provide written notice of such breach to the breaching party. The breaching party shall have thirty (30) days to remedy any breach. If the breaching party fails to remedy the breach during such thirty (30) day notice period, as applicable, the other party shall have the right to immediately terminate this Agreement. In lieu of terminating this Agreement as provided for in this Subsection, RelayHealth may elect to suspend the provision of the Services to Subscriber until such time as Subscriber has cured the breach to RelayHealth's satisfaction.

(b) At all times, RelayHealth's provision of the Services shall be subject to: (i) then-current applicable laws and regulations; (ii) RelayHealth's contractual obligations to third parties including but not limited to the Recipient(s); and (iii) any action or threatened action by third parties arising from or related to the Services. If, in RelayHealth's sole and exclusive judgment, any of the foregoing has or will have an adverse effect upon RelayHealth or the Services, RelayHealth shall have the right to terminate this Agreement, without liability, upon written notice to Subscriber.

(c) The expiration or termination of this Agreement for any reason shall not relieve or discharge either party from any obligation which accrued prior to such expiration or termination; shall not relieve any party that has breached this Agreement from liability for damages resulting from such breach;

and shall not destroy or diminish the binding force and effect of any of the provisions of this Agreement that expressly, or by reasonable implication, come into or continue in effect on or after such expiration or termination.

6. RELAYHEALTH WARRANTIES.

(a) RelayHealth agrees to use commercially reasonable efforts to: (i) provide the Services in a prompt and efficient manner using due care; and (ii) maintain its own equipment, proprietary systems and programs used in connection with providing the Services. RelayHealth agrees that it will, at its expense, use commercially reasonable efforts to correct any errors caused solely by RelayHealth's employees or agents or which are due solely to the malfunction of RelayHealth's computers, operating systems or programs used in connection with providing the Services; provided that Subscriber gives RelayHealth specific written notice of such errors within thirty (30) days after the Services are performed.

(b) THE WARRANTIES SET FORTH IN THIS SECTION ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR USE FOR A PARTICULAR PURPOSE OR ANY WARRANTIES ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. RELAYHEALTH DOES NOT WARRANT THAT USE OF THE SERVICES WILL BE UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE OR THAT ALL ERRORS WILL BE CORRECTED.

7. SUBSCRIBER WARRANTIES. Subscriber represents and warrants that it has obtained all consents or authorizations necessary to receive the Services and to provide RelayHealth with any necessary data to enable RelayHealth to properly furnish the Services.

8. LIMITATION OF LIABILITY AND INDEMNIFICATION.

(a) RelayHealth shall not be responsible in any manner for errors or failures of proprietary systems, programs, software, operational systems or networks other than those of RelayHealth. Due to the nature of the Services, Subscriber agrees that in no event will RelayHealth be liable for any claim, loss, liability, correction, cost, damage or expense caused by RelayHealth's performance or failure to perform hereunder which is not reported by Subscriber within thirty (30) days of such performance or failure to perform. IN NO EVENT SHALL RELAYHEALTH BE LIABLE TO SUBSCRIBER OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, THAT ARISE IN CONNECTION WITH THIS AGREEMENT, THE SERVICES OR IN CONNECTION WITH RELAYHEALTH'S FAILURE TO DELIVER OR LATE DELIVERY OF THE SERVICES (INCLUDING, BUT NOT LIMITED TO, LOSS OF USE AND LOSS OF PROFITS). LIABILITY OF RELAYHEALTH IN ANY AND ALL CATEGORIES AND FOR ANY AND ALL CAUSES ARISING OUT OF THIS AGREEMENT AND THE SERVICES, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, PRODUCTS LIABILITY OR OTHERWISE, SHALL, IN THE AGGREGATE, NOT EXCEED TEN THOUSAND DOLLARS (\$10,000).

(b) Except to the extent arising solely from the gross negligence or willful misconduct of RelayHealth, Subscriber shall defend, indemnify and save harmless RelayHealth and its officers, directors, employees, shareholders, agents, and its and their successors and assigns, from and against any and all claims, actions, suits, liabilities, judgments, losses, damages, costs, charges, attorneys' fees, and other expenses incurred or suffered by RelayHealth arising out of: (i) information provided to RelayHealth by Subscriber; (ii) the use of such information when furnished by RelayHealth to Subscriber, to third persons at Subscriber's request, or to officers, employees and agents of Subscriber; or (iii) Subscriber's failure to comply with its obligations under this Agreement.

9. CONFIDENTIAL INFORMATION. The Receiving Party (as defined below) shall treat as confidential and prevent unauthorized duplication or disclosure of any Confidential Information of the Disclosing Party (as defined below) which the Receiving Party may acquire during the course of its activities under this Agreement and shall not use any of the Confidential Information for any purpose other than in furtherance of the Receiving Party's obligations under this Agreement. Notwithstanding the foregoing, the Receiving Party may disclose Confidential Information of the Disclosing Party to its employees, officers, shareholders, agents, consultants or contractors who need to have access to the

Confidential Information, and who are informed by the Receiving Party of the confidentiality obligations imposed by this Agreement, and who agree to be bound by the terms and conditions hereof. The Receiving Party further acknowledges and understands that any right, title and interest in and to the Disclosing Party's Confidential Information is vested in the Disclosing Party. The obligations of confidentiality provided hereunder shall survive for a period of two (2) years after the expiration or termination of this Agreement for any reason; provided, however, with respect to any item of Confidential Information which rises to the level of a trade secret under applicable law, such obligations shall survive the expiration or such two (2) year period and remain in full force and effect for so long as the applicable Confidential Information remains a trade secret under applicable law. The Receiving Party shall not be liable for the disclosure of Confidential Information if the Confidential Information so disclosed: (i) was in the public domain at the time of disclosure without breach of this Agreement; (ii) was known to, or contained in the records of, the Receiving Party from a source other than the Disclosing Party at the time of disclosure by the Disclosing Party to the Receiving Party; (iii) was independently developed without use of the Confidential Information of the Disclosing Party; (iv) becomes known to the Receiving Party from a source other than the Disclosing Party without breach of this Agreement by the Receiving Party; or (v) was disclosed pursuant to court order or as otherwise compelled by law, after reasonable advance written notice to the Disclosing Party. Upon the termination or expiration of this Agreement, for any reason, all Confidential Information disclosed hereunder will be promptly returned to the Disclosing Party or, upon the request of the Disclosing Party, will be promptly destroyed and certified as destroyed by an officer of the Receiving Party. The parties acknowledge and agree that irreparable harm would result to a party upon any breach of the covenants contained in this Section by the other party and that damages arising out of such breach may be difficult to ascertain. Therefore, the parties agree that, in addition to all other remedies provided at law or in equity, the non-breaching party may seek, without bond, from a court of law or equity both temporary and permanent injunctive relief to prevent a breach of any of such covenants. "Confidential Information" shall mean all information of the Disclosing Party that is not generally known to the public and is used, obtained or developed by the Disclosing Party in connection with its business and which is disclosed in writing, verbally, electronically or any other means directly or indirectly by the Disclosing Party to the Receiving Party before or after the date of this Agreement, including, without limitation, any information relating to: (A) the development, testing, price, complaints about, customers of, or defects in the Services; or (B) the Disclosing Party's inventions, discoveries, improvements, methods, finances, operations, processes, plans, products, services, know-how, design rights, trade secrets, market opportunities, customers, suppliers, specifications (including Payer requirements). In addition, the terms and conditions of this Agreement shall be deemed Confidential Information of RelayHealth. "Disclosing Party" shall mean the person or entity providing Confidential Information to the Receiving Party. "Receiving Party" shall mean the person or entity receiving Confidential Information from the Disclosing Party. Neither party shall use the name, logos, or marks of the other party or its subsidiaries or affiliates without such other party's prior written consent.

10. BUSINESS ASSOCIATE AMENDMENT. By signing this Agreement, the parties agree to comply with the terms and conditions of the Business Associate Amendment attached hereto as Exhibit B.

11. FORCE MAJEURE. Neither party shall be liable under, or in default of, this Agreement for failure to perform its obligations under this Agreement if such failure arises out of causes beyond such party's reasonable control and without its fault or negligence. Such causes or conditions shall include, but shall not be limited to, acts of God or the public enemy, acts of a government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, shortages of labor or materials, freight embargoes, unusually severe weather, electrical power failures, telecommunications outages, riots, or wars.

12. MISCELLANEOUS.

(a) The relationship of RelayHealth to Subscriber is that of independent contractor; in no event is the establishment of a legal partnership, agency or joint venture to be implied. Neither party shall have any authority, whether express or implied, to assume or create any obligation on behalf of the other party nor shall a party issue or cause to be issued any quotations or draft any letters or documents over the name of such party.

(b) The section headings contained in this Agreement are included for reference purposes only and are not intended to define, limit or describe the scope or intent of the particular provision to which they refer. Any reference in this Agreement to a section or subsection shall be deemed to include a reference to any subsidiary sections whenever the context requires.

(c) Masculine, feminine and neuter terms shall be interchangeable (and shall include corporation, partnership, or other entity) and shall be singular and plural, where the context makes a change of gender or number appropriate.

(d) This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia, without regard to conflicts of laws provisions.

(e) This Agreement contains the full understanding of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings and communications, whether oral or written, between the parties with respect to such subject matter.

(f) No provision of this Agreement shall be deemed waived by a party unless such waiver is in writing and signed by the party against whom enforcement is sought. The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or any other provision of this Agreement.

(g) This Agreement may be amended only in writing signed by RelayHealth and Subscriber.

(h) If any provision of this Agreement is determined to be invalid or unenforceable, such provision shall be deemed severable from the remainder of this Agreement and shall not cause the invalidity or unenforceability of the remainder of this Agreement.

(i) Except as otherwise provided in this Agreement, notices required to be given pursuant to this Agreement shall be effective when received, and shall be sufficient if given in writing, hand delivered, sent by overnight courier or First Class United States Mail, postage prepaid. Refusal to accept delivery will be deemed receipt. Notices shall be sent to the name and address set forth on the signature page hereto. A party may change its notice address for purposes of this Agreement by giving written notice to the other party.

(j) Neither party to this Agreement may assign its rights or obligations under this Agreement without the express written consent of the other party, except that the obligations of RelayHealth under this Agreement may be provided or fulfilled by any parent, subsidiary, affiliate, successor corporation, or subcontractor of RelayHealth. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and, to the extent permitted hereunder, their respective successors and assigns.

(k) This Agreement may be executed in multiple counterparts (any of which may be via facsimile signature), each of which, when executed, shall be deemed an original, and all said counterparts taken together shall be deemed to constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, SUBSCRIBER AND RELAYHEALTH HAVE CAUSED THEIR DULY AUTHORIZED REPRESENTATIVES TO EXECUTE THIS AGREEMENT EFFECTIVE AS OF THE EFFECTIVE DATE.

SUBSCRIBER:

RELAYHEALTH:

NDCHEALTH CORPORATION

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Address: _____

Address: 1564 N.E. Expressway

Atlanta, Georgia, 30329-2010

Attention: _____

Attention: Legal Department

Exhibit A
Data Delivery Services

1. Service Description. Subscriber hereby authorizes and directs RelayHealth, for and on behalf of Subscriber, to release information (including individually identifiable health information) contained in records received from, or created or received by RelayHealth on behalf of, Subscriber ("Subscriber Information") to the recipients identified below, in the manner described below, and for purposes set forth below. Subscriber acknowledges the Subscriber Information will be delivered to the Recipient(s) via secure FTP, VPN or other delivery methodology as agreed between RelayHealth and the each Recipient. Except as specified in this Exhibit A, RelayHealth acknowledges this authorization does not authorize the sale or delivery of Subscriber Information to pharmaceutical manufacturers or payers.

2. Recipient: The Commonwealth of Kentucky, Cabinet for Health and Family Services, its authorized agents and contractors (collectively, the "Commonwealth").

3. Description of Subscriber Information: Dispensing data for prescriptions for controlled pharmaceutical substances (Schedule II-V) dispensed by Customer within the Commonwealth of Kentucky, as mandated by the Commonwealth of Kentucky.

4. Format of Subscriber Information: ASAP95 data elements

5. Permitted Use: To assist Customer with its compliance with the Commonwealth's eKASPER (Enhanced Kentucky All Schedule Prescription Electronic Reporting) Data Collection application.

6. Charges: None

Exhibit B

Business Associate Amendment

If Subscriber is a Covered Entity subject to the Health Insurance Portability and Accountability Act of 1996, as amended, including the federal privacy regulations (the "Privacy Rule") and the security regulations (the "Security Rule") promulgated pursuant to HIPAA and codified at 45 C.F.R. parts 160 and 164 (collectively, "HIPAA"), then the parties agree as follows:

1. **Definitions.** Unless otherwise defined in this Agreement, capitalized terms shall have the meanings set forth in HIPAA.
2. **Disclosure or Use of Protected Health Information ("PHI").** RelayHealth shall use and/or disclose PHI received from Subscriber or its authorized submitters only as permitted or required by this Business Associate Amendment or as Required By Law. RelayHealth shall be entitled to disclose and use PHI received from Subscriber or its authorized submitters (i) for the purpose of providing the Services or as otherwise directed or requested by Subscriber, (ii) for the proper management and administration of RelayHealth's business, (iii) to carry out RelayHealth's legal responsibilities, or (iv) as otherwise permitted or Required By Law. Without limiting the generality of the foregoing, RelayHealth reserves the right at its sole discretion to disclose an Individual's PHI in response to, and in accordance with, a valid authorization executed by the Individual that meets the requirements set forth in the Privacy Rule. Subscriber authorizes RelayHealth to aggregate and/or de-identify PHI created or received by RelayHealth on behalf of Subscriber, provided that the aggregation and/or de-identification conforms to the requirements of the Privacy Rule. The resulting information may be used and disclosed by RelayHealth to the extent permitted under applicable law, for consideration or otherwise.
3. **Safeguards Against Misuse of PHI.** RelayHealth agrees that it will implement appropriate safeguards to prevent the use or disclosure of PHI received from Subscriber or its authorized submitters other than pursuant to the terms and conditions of this Business Associate Amendment.
4. **Safeguards Related to Integrity of Electronic PHI.** RelayHealth agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that it creates, receives, maintains, or transmits on behalf of Subscriber.
5. **Security of Electronic PHI.** RelayHealth shall report to Subscriber any Security Incident with respect to Electronic PHI of which it becomes aware and which has compromised the protections set forth in the Security Rule. This reporting obligation does not include trivial occurrences, such as scans, "pings" or unsuccessful attempts to penetrate computer networks or servers containing PHI maintained by RelayHealth; provided that, upon Subscriber's written request, RelayHealth will provide an aggregate report of the number of such trivial occurrences.
6. **Reporting of Disclosures of PHI.** RelayHealth shall report to Subscriber any use or disclosure of PHI in violation of this Business Associate Amendment as soon as reasonably possible after becoming aware of the disclosure.
7. **Agents and Subcontractors.** RelayHealth shall enter into an agreement with any of its subcontractors or agents that will have access to any PHI that is subject to this Business Associate Amendment, pursuant to which the agent or subcontractor agrees to be bound by the same restrictions, terms, and conditions on the use of PHI that apply to RelayHealth pursuant to this Business Associate Amendment. In addition, RelayHealth shall enter into an agreement with any of its subcontractors or agents to whom it provides Electronic PHI, pursuant to which the agent or subcontractor agrees to implement reasonable and appropriate safeguards to protect the Electronic PHI.
8. **Availability of Books and Records.** RelayHealth hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or received by RelayHealth on behalf of, the Subscriber reasonably available to the Secretary of the United States Department of Health and Human Services for purposes of determining Subscriber's compliance with the Privacy Rule and/or the Security Rule.

9. **Liability.** RelayHealth shall indemnify Subscriber for any costs or expenses incurred in connection with claims asserted against Subscriber that arise as a result of RelayHealth's gross negligence or willful misconduct in handling Subscriber's PHI.

10. **Assisting with Patients' Rights.** RelayHealth agrees to make available to Subscriber information necessary for Subscriber to make an accounting of disclosures of PHI about an Individual in accordance with 45 CFR 164.528, as amended. In addition, to the extent RelayHealth possesses PHI that constitutes a Designated Record Set, RelayHealth agrees, at Subscriber's sole cost and expense, (i) to make available PHI necessary for Subscriber to respond to Individuals' requests for access to their PHI in accordance with 45 CFR 164.524, and (ii) to make available PHI for amendment and to incorporate any amendments or corrections to the PHI in accordance with 45 CFR 164.526. Notwithstanding the preceding sentence, the parties agree that RelayHealth does not maintain, and shall have no obligation to maintain, any Designated Record Sets on Subscriber's behalf. In the event any Individual requests access to PHI in Subscriber's Designated Record Sets directly from RelayHealth, RelayHealth shall, within thirty (30) business days, forward such request to the Subscriber. Any response to such requests or denials of access to, or amendment of, Subscriber's PHI shall be the responsibility of Subscriber. Notwithstanding the above, nothing in this Section is intended to prevent RelayHealth from releasing PHI in response to an Individual's valid authorization.

11. **Subscriber Obligations.** Subscriber agrees to obtain any consent or authorization that may be required by the Privacy Rule or any other applicable law and/or regulation prior to furnishing RelayHealth with PHI. Subscriber also agrees to inform RelayHealth of any PHI that is subject to any arrangements permitted or required of Subscriber under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by RelayHealth under this Business Associate Amendment, including, but not limited to, restrictions on the use and/or disclosure of PHI as provided for in 45 C.F.R. § 164.522 and agreed to by Subscriber. Subscriber shall not request RelayHealth to make any use or disclosure of PHI that would not be permitted under the Privacy Rule if made by Subscriber directly.

12. **No Third Party Beneficiaries.** Nothing expressed or implied in this Business Associate Amendment or the Agreement is intended to confer, nor shall it confer, upon any person any rights, remedies, obligations or liabilities other than those explicitly detailed in this Business Associate Amendment or the Agreement.

13. **Termination.** Failure of RelayHealth to comply with any of the provisions contained in this Business Associate Amendment shall be deemed a breach under the Agreement, and Subscriber shall be entitled to exercise all available rights, including termination, as provided in the Agreement. Upon termination or expiration of the Agreement, RelayHealth shall return, destroy or de-identify all PHI received from, or created or received by RelayHealth on behalf of, Subscriber that remains in RelayHealth's possession or control and shall retain no copies of that PHI, or, if the return or destruction is not feasible in RelayHealth's determination, extend the protections of this Business Associate Amendment to the retained PHI and limit further uses and disclosures to those purposes that make the return or destruction infeasible.

14. **Effective Date.** The effective date of this Business Associate Amendment is the effective date of the Agreement, except that such terms or conditions related to Electronic PHI only shall be effective the later of the applicable Security Rule compliance date for the Subscriber or the effective date of the Agreement.