

EXHIBIT A

PASS THROUGH TERMS

Client's and Client Authorized Users' use of CoverMyMeds services contracted by Veradigm, including but not limited to, electronic prior authorization services, real time prescription benefit services, and electronic voucher services provided by CoverMyMeds (collectively, the "Services"), is subject to these Terms of Service. These Terms of Service shall apply to all Client and Client Authorized Users utilizing the Services. Client agrees to be bound by these Terms of Service on behalf of itself and its Client Authorized Users to ensure that use or access the Services through Client's offering are also bound to comply with these Terms of Service.

1. Description of CoverMyMeds' Services

CoverMyMeds offers various Services, including, but not limited to, prior authorizations ("PA"), PA assistance, including follow up communications, benefit verification and investigation, and patient financial assistance.

CoverMyMeds may establish business relationships with certain economic sponsors, such as pharmaceutical manufacturers and payors, to facilitate the Services and may share protected health information pursuant to a valid HIPAA Authorization that complies with 45 CFR 164 to support the Services for certain program drugs prescribed to the patient.

2. Privacy Obligations of CoverMyMeds

CoverMyMeds may use subcontractors to assist in performing some of its Services. When these subcontractors have access to PHI, they will enter into business associate agreements with CoverMyMeds to the extent required by applicable law. The Services are provided to Client and Client Authorized Users at no cost, dependent upon CoverMyMeds' ability to share data created or obtained by CoverMyMeds in the course of providing its Services as specified in the Terms of Service and as permitted by law.

If a patient provides authorization directly to CoverMyMeds that complies with 45 CFR 164, Client and Client Authorized Users acknowledge and agree that CoverMyMeds or its affiliate may engage directly with patients, and CoverMyMeds or its affiliate may use and disclose PHI pursuant to that authorization.

3. Client and Client Authorized User Obligations

Client's and Client Authorized Users' use of the CoverMyMeds Services will comply with all applicable laws, regulations and ordinances, including, but not limited to, those pertaining to privacy, intellectual property, the export of data or software, coding, billing, payment, and any signature requirements for submitting PAs.

Client and Client Authorized Users represent and warrant that Client and Client Authorized Users will not engage in any conduct or submit to the CoverMyMeds Services any content or other material that is illegal, inaccurate, misleading, misappropriated, dilutive, defamatory, obscene, offensive, or otherwise objectionable, or submit any promotional (for advertising or marketing purposes) content or material.

Client and Client Authorized Users represents and warrants that Client and Client Authorized Users will not undertake any activity which may adversely affect the use of the CoverMyMeds Services by any person or damage, corrupt, tamper with or infect the CoverMyMeds Services or any information or telecommunication system of CoverMyMeds with a virus or other malicious computer program.

Client and Client Authorized Users represent and warrant that Client and Client Authorized Users will not reverse engineer, disassemble, or decompile any software code or proprietary elements of the CoverMyMeds' Services.

4. CoverMyMeds Disclaimers

Except as expressly set forth in the Agreement, CoverMyMeds make no warranties that the information available through the CoverMyMeds Service is correct, complete, or current. CoverMyMeds does not review any content provided for completeness or accuracy or screen it in any way. Client and Client Authorized Users acknowledge and agree that CoverMyMeds is not responsible for the content of any materials or information available through the CoverMyMeds Services, whether provided by CoverMyMeds, Client, Client Authorized Users, or any other user. Any reliance on such materials is at Client Authorized User's own risk.

The CoverMyMeds Services are not intended to interfere with a health care provider's exercise of independent clinical or professional judgment or to induce a health care provider to influence a patient's choice of a product, including prescription products that may be paid for, in whole or in part, by any commercial or government payor.

CoverMyMeds shall not be responsible for verifying the accuracy of any data or information that provided by Client Authorized User to CoverMyMeds and hereby disclaims any and all liability resulting from or related to any inaccuracy of data or information provided by Client Authorized User.

IN THE EVENT OF ANY SUSPENSION OR TERMINATION OF THE COVERMYMEDS SERVICES, CLIENT AND CLIENT AUTHORIZED USERS ACKNOWLEDGE THAT SUCH SUSPENSION OR TERMINATION MAY DELETE CLIENT'S OR CLIENT AUTHORIZED USERS' INFORMATION, FILES, AND OTHER PREVIOUSLY AVAILABLE CONTENT, AND COVERMYMEDS SHALL HAVE NO RESPONSIBILITY TO BACKUP OR PRESERVE ANY SUCH MATERIALS OR DATA.

5. Fax Substitution and Authorizations

Client and Client Authorized Users agree CoverMyMeds may substitute a fax number provided by Client or Client Authorized Users and submitted with a PA request for submission by us to health plans, PBMs or other payors on Client's or User's behalf with a CoverMyMeds fax number so that the PA determination will be faxed to CoverMyMeds and delivered as part of the Services. This substitution helps CoverMyMeds enhance the Services provided to Client and Client Authorized Users, patients and other authorized providers. In the event Client or Client Authorized User wishes to disable CoverMyMeds' substitution of its fax number for this purpose, Client or Client Authorized User may contact CoverMyMeds directly at the toll-free number (866) 452-5017 or send a toll-free fax to (844) 865-3740, at any time, and Client or Client Authorized User must identify the fax number for which it wishes to disable such substitution.

CoverMyMeds may accept other communications that are unrelated to the PAs that Client or Client Authorized User has submitted using the Services via the substituted CoverMyMeds fax number that a health plan, PBM or other payor may send to Client or Client Authorized User. CoverMyMeds will make commercially reasonable efforts to forward such unrelated communications to Client or Client Authorized User if CoverMyMeds is able to determine, with reasonable certainty, that they are intended for Client or Client Authorized User. However, CoverMyMeds disclaims any responsibility for failure to deliver to Client or Client Authorized User any communications which a health plan, PBM or other payor transmits to CoverMyMeds that are unrelated to the PA requests Client or Client Authorized User submits while using the Services and which CoverMyMeds has delivered on Client's or Client Authorized User's behalf.

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Client and Client Authorized Users agree that CoverMyMeds may contact (i) health care providers, (ii) health plans, PBMs and other payors, and (iii) pharmacies on Client's or Client Authorized Users' behalf in connection with PA requests, or other Services, or both.