TRANSCARENT SERVICE DESCRIPTION TERMS AND CONDITIONS

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WAYFINDING® PLATFORM SERVICE DESCRIPTION

1. **"WayFinding®"** is Transcarent's next generation navigation product that, as of the Statement of Work Effective Date, includes the below-listed features and functions, depending on services purchased by Customer:

   A. Transcarent App. Transcarent's app provides Members with a single, personalized platform to access their health and care. The app may include Customer-Transcarent co-branded content as mutually agreed. Members may download the Transcarent app directly to their personal devices from the Apple or Google app stores and/or access the app directly via Transcarent's website. The Transcarent app comes with the self-service digital tools listed below. Any treatments, procedures, workflows, information, medications, processes, products, and other items referenced by the Transcarent app are not intended as a recommendation or endorsement of any course of treatment, procedure, information, product, or medication.

      (1) My Health provides Members with a single place where all their health information is available with personalized care recommendations.

      (2) Resource Library provides Members access to personalized and clinically reviewed health information.

   B. Everyday Benefits Navigation. Transcarent's Everyday Benefits Navigation solution assists Members with finding and using their in-network benefits with the help of Transcarent's AI-powered Care Assistant, live Care Team and supplementary self-service digital tools available in the Transcarent app, including My Benefits, Quality Provider Finder and Pharmacy Marketplace.

      (1) Care Assistant is Transcarent's proprietary virtual assistant application that utilizes artificial intelligence technologies that is available to answer Members' questions in natural language via in-app chat.

      (2) Transcarent's Care Team is a multidisciplinary team that supports Members. The composition of this team adjusts to the needs presented by the Member, but may include health guides, care coordinators, nurses, nurse practitioners, physicians, medical assistants, and care support staff.

      (3) My Benefits is an additional self-service tool made available in the Transcarent app which provides Members access to information about their health and care-related benefits.

      (4) Quality Provider Finder is an additional self-service tool made available in the Transcarent app which identifies Providers based on Members' inputted search criteria, including, but not limited to, a quality and cost efficiency performance analysis, Provider network status, and insight into the quality, efficiency, accessibility of, and Member experience with respect to care delivery for each Provider.

      (5) Pharmacy Marketplace is an additional self-service tool made available in the Transcarent app to help Members find and access affordable medications across cash, coupon and formulary pricing. Pharmacy Marketplace delivers personalized medication cost savings opportunities for Members and information about the medications they are taking, and Transcarent's Care Team may assist Members with transferring prescriptions to a new pharmacy, obtaining new prescriptions, or refilling prescriptions upon request.

   C. Everyday Clinical Guidance. Transcarent's Everyday Clinical Guidance solution guides Members to and through their clinical journeys and helps them to identify their best next step with the help of guidance and coordinated referrals from Transcarent's Care Team, support from Transcarent's AI-powered Care Assistant and self-service digital tools to understand and manage their health.

D. Additional Implementation Requirements. In order to implement WayFinding®, Customer must provide (or cause its applicable third party vendor to provide) the data summarized in the table below (the "WayFinding® Implementation Data") to Transcarent up to three (3) months prior to the Start Date for WayFinding® identified in the Statement of Work. Transcarent shall not be responsible for any delays to Customer's launch date or limitations to the features or functionality of the services which may result from Customer's failure to deliver timely and complete WayFinding® Implementation Data in compatible format.

Information Required (Required up to 3 months prior to launch)	File Spec Details
Standard Eligibility File	Includes fields for: • Personal Identification • Personal Details • Contact Information • Insurance and Coverage Details, including plan and member insurance ID information • Reporting Information
Benefits Enrollment File(s)	Includes fields for: • Personal Identification • Benefit Plan Identification • Vendor Identification • Enrollment Dates • Custom Fields for Member Information
WayFinding® Benefit Plan Detail File	Includes fields for: • Benefit Plan Identification • Benefit Plan Details • Vendor Information • Contact Information • Benefit Plan Internal Notes • Custom Fields for Member Information
Benefits Description Documents	Documents that are used to describe health and ancillary benefits. Includes: • Summary Plan Descriptions (SPDs) or Summary of Benefits and Coverage (SBCs) for medical, pharmacy, vision, dental • Medical Plan Networks Open Enrollment / Benefit Guides describing the benefits available to employees • Brochures describing ancillary benefits
Medical Claims (Recommended)	Includes fields for: • Member Information • Claim Information • Medical Codes • Service Details • Provider Information

	• Claim Indicators
Pharmacy Files (Recommended)	• Pharmacy Claims • Formulary Files • Rx Plan Design / SPDs • Pharmacy Network

2. Disclaimers.

A. In acknowledgement that Transcarent's services are provided in part by third party providers, the availability of the above services, features and functions are representative of Transcarent's offerings as of the Effective Date. Transcarent expressly reserves the right to modify, update, enhance, replace, reduce and/or eliminate features and functions, provided that such changes shall apply to all similarly situated clients. Transcarent agrees to provide reasonable advance notice prior to reducing or eliminating key services, features and/or functions. Not all of the above features and functions are available in all geographies.

B. Care Assistant is intended to be an informative decision support tool. Customer agrees that Care Assistant is not a medical device and not intended for use in the diagnosis of disease or other conditions, or in the cure, mitigation, treatment, or prevention of disease, and is not a licensed physician and does not render medical advice, recommend or endorse any course of treatment, procedure, information, product or medication, and it does not diagnose, treat, operate on or prescribe medication for Members. Transcarent represents that the content supporting Care Assistant is licensed from reputable, industry-leading content providers. Transcarent further agrees that supporting content will be accurately reproduced via Care Assistant and that internally sourced health and wellness content was developed in a professional manner. Except for the foregoing, Transcarent makes no representations or warranties with respect to the accuracy of the content or outputs from Care Assistant. Outputs from Care Assistant are generated based on user inputs and Customer-supplied content. Care Assistant may provide output that does not reflect accurate, complete, or current information. Members are responsible for their use of Care Assistant and any actions they take in relation thereto.

C. The output of Benefits Navigation relies on accurate and up to date inputs from the Customer. Customer is responsible for providing Transcarent with updated materials, including but not limited to SPDs (Summary Plan Description) and medical plan networks, to be used as inputs to Benefits Navigation. Transcarent represents that outputs from Benefit Navigation will accurately reflect the inputs provided to Transcarent. Except for the foregoing, Transcarent makes no representations or warranties with respect to the accuracy of outputs from Benefits Navigation.

D. WayFinding® is available in English and Spanish languages. If a language other than English or Spanish is used to interact with WayFinding®, Transcarent is unable to guarantee the accuracy or efficacy of WayFinding®'s outputs.

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CANCER CARE SERVICE DESCRIPTION

As of the Statement of Work Effective Date, Cancer Care includes the following features and functions, depending on the specific services purchased:

1. **Cancer Benefits Navigation.** Transcarent's Cancer Benefits Navigation solution assists Members with finding and using their in-network benefits related to their cancer journeys with the help of Transcarent's live Care Team, supplementary self-service digital tools available in the Transcarent app, including Quality Provider Finder, and support for caregivers and return to work throughout the cancer journey.

   A. Transcarent's Care Team is a multidisciplinary team that supports Members. The composition of this team adjusts to the needs presented by the Member, but may include health guides, care coordinators, nurses, nurse practitioners, physicians, medical assistants, and care support staff.

   B. Quality Provider Finder is an additional self-service tool made available in the Transcarent app which identifies Providers based on Members' inputted search criteria, including, but not limited to, a quality and cost efficiency performance analysis, Provider network status, and insight into the quality, efficiency, accessibility of, and Member experience with respect to care delivery for each Provider.

   C. Transcarent's cancer workplace benefits and support services provide social and emotional support for Members and their families, and cancer-focused workplace benefits support for Customer.

2. **Cancer Clinical Guidance.** Transcarent's "Cancer Clinical Guidance" solution guides Members to and through their cancer journeys and helps them to identify their best next step with the help of guidance from Transcarent's Care Team and support from self-service digital tools to understand and manage their cancer journeys.

3. **Care Delivery.** To the extent indicated in the Statement of Work, Cancer Care provides Members with access to the following care services. Members' use of such care services is charged at Transcarent's then current Case Rates:

   A. Oncology nurse support and expert advisory review ("EAR"). EAR includes access to nurses to address questions and offer support to Members and their eligible family members about cancer. Oncology nurses may also assist Members with obtaining expert advisory reviews of their diagnoses, including (A) coordinating collection of medical records, (B) assembling a multidisciplinary team to review the Member's case and provide expertise, and (C) delivery of a written report validating current treatment approaches and/or recommending alternatives

   B. Accountable Precision Oncology ("APO"). APO enables clinician-to-clinician complex case reviews that are initiated (A) when a Member requests an EAR for a complex cancer case that has been identified as eligible for emerging therapies and/or clinical trials (each, a "Complex Cancer Case"), or (B) when a Member's Complex Cancer Case is identified in Customer's Claims File. In either instance, an oncology nurse will coordinate collection of medical records, assemble a multidisciplinary team that reviews the Member's case and provides expertise, deliver an EAR, recommend alternative approaches, validate current approaches and/or provide other Provider-to-Provider support for the Member's cancer treatment.

   C. Centers of Excellence ("COE"). COE provide Members with access to services related to a cancer procedure or treatment rendered by a Provider of high-quality medical and/or surgical care that has been vetted by a COE, with negotiated rates ("Oncology Case Rates") for cancer treatments and procedures ("Covered Oncology Treatments"). Each Oncology Case Rate includes the charges for professional, facility, on-site lab and diagnostic services, short-term rental medical equipment, and pre-discharge post-operative visit, and services and supplies accessed through the original Provider and directly related to a complication or to an unplanned hospital readmission as defined by The

Centers for Medicare & Medicaid Services. Oncology Case Rates vary by Covered Oncology Treatment and Provider. Supplementary diagnostic services are also available, which include support to assist the Member with obtaining laboratory, imaging and/or other diagnostic exams, tests and/or procedures, options for diagnostic providers, scheduling diagnostics ordered by the Provider, facilitating medical record collection and diagnostic preparation processes, and arranging pre- and post-exam services, in all cases, subject to availability.

(1) Travel Reimbursement. Customer will reimburse to Transcarent the Covered Travel Expenses listed below for Members receiving Cancer Care Services:

Airfare	If the Member lives more than 100 miles from the Provider and elects to fly to the Provider, Transcarent will arrange roundtrip economy airfare. If the Provider recommends additional legroom or services not available in economy based on the Member's medical needs, upgrade and/or seat selection fees will also be included.
Mileage	If the Member lives more than 100 miles from the Provider and elects to drive to the Provider, mileage at the then current applicable IRS rate will be included for the direct, roundtrip drive between the Member's home and the Provider.
Lodging	If the Member lives at least 100 miles from the Provider and elects for Transcarent to arrange lodging, Transcarent will arrange such lodging on behalf of the Member and the Member's companion.
Meals and Incidentals	During the Episode of Care, Customer will issue payment to the Member and the Member's companion, if applicable, for meals and incidentals in the amount of $50 per day per person. If the Episode of Care is longer than 15 days, such amount will be reduced to $125 per week per person.

4. **Use of Third-Party Providers.** In acknowledgement that Transcarent's services are provided in part by third party providers, the availability of the above services, features and functions are representative of Transcarent's offerings as of the Effective Date. Transcarent expressly reserves the right to modify, update, enhance, replace, reduce and/or eliminate features and functions, provided that such changes shall apply to all similarly situated clients. Transcarent agrees to provide reasonable advance notice prior to reducing or eliminating key services, features and/or functions. Not all of the above features and functions are available in all geographies.

EXPERT MEDICAL OPINION SERVICE DESCRIPTION

1. **Expert Medical Opinion Solution.** Expert Second Opinions provide Members with access to professional consultation services (not medical care or Medical Services), including coordination of medical record collection, identification of a specialist review, an expert opinion from consultants, and follow-up communications with consultants. Use of the Expert Second Opinion service is charged the Case Rate set forth in the Statement of Work, subject to increases to the extent necessary for Transcarent to flow through increases in actual costs to provide this service.

2. **REACH Service Terms.**

   A. Definitions.

      (1) "Customer's Plan" shall mean the Plan Sponsor or Plan Administrator.

      (2) "Participant" means a Member who has been identified by Customer or Customer's Plan or Transcarent as eligible to receive Transcarent REACH Services.

      (3) "REACH Services" is a comprehensive, proactive outreach program that uses claims data and predictive model algorithms to engage Members who are on the path to a High Impact Condition before it happens as further described in Section B of this Exhibit D.

   B. REACH Services. Transcarent's REACH Services include the following:

      (1) Customer, Customer's Plan, or Transcarent will identify Members for referral to Transcarent for REACH Services.

      (2) Customer or Customer's Plan shall send Transcarent usable batch files of Participants eligible to receive Transcarent Services via secure electronic delivery ("**REACH File**") on a mutually agreed upon timeframe. Transcarent can accommodate daily files.

      (3) Once Transcarent receives the REACH File, Transcarent will make an outreach to a Participant identified in the REACH File.

      (4) Transcarent will inform Participant that they may elect to participate in REACH to obtain Transcarent's Services.

      (5) Once a Participant completes and submits Transcarent's medical records release form, the Transcarent Consultation proceeds according to the Services as described in the Agreement.

   C. REACH File Format. REACH File shall contain the information in one or several of the REACH File Format approaches, below. The Parties agree that the REACH File Format may be amended as mutually agreed to by the Parties and that Transcarent may implement parallel outreach approaches using multiple file types, as mutually agreed to by the Parties. The file should be in CSV format, and must be placed on the Transcarent SFTP folder for privacy and protection. Transcarent will set up SFTP.

3. **REACH Data Transfer Approaches.** When Customer provides their claims data to Transcarent, they can utilize one of the three following pre-approved approaches:

   A. Approach A. Transcarent Identified Members through Claims Data:

      (1) File Naming Convention should be: YYMMDD_ClientName_Claims.csv"

      (2) Transcarent requests one (1) year historical claims records for initial data analysis.

      (3) File Layout:

Field Name	Required/ Optional	Data Type / Format	Description
CaseID	R	Numeric (up to 20 digits)	External Unique Identifier for the case from the data provider
FileDate	R	MM/DD/YYYY	Date file is pulled from the data provider's system
FirstName	R	Text (up to 255 characters)	First Name of the person using the service
LastName	R	Text (up to 255 characters)	Last Name of the person using the service
DateOfBirth	R	MM/DD/YYYY	Date of Birth of the person using the service
MemberID	R	Text (up to 255 characters)	External Unique ID (must be specific to member and cannot change) Must match the External Unique ID provided for eligibility
CorporateID	R*	Text (up to 255 characters)	* Required for companies with a parent company; otherwise optional External Unique ID for the employer
CorporateName	O	Text (up to 255 characters)	External Company Name for the employer
Email	R*	Text (up to 255 characters)	* Required if used as activation identifier; otherwise highly recommended to send Email address for the person using the service
SSN	R*	Text (4 characters)	*SSN field is available only for legacy clients * Required if used as activation identifier Last 4 digits of the SSN of the person using the service
Gender	O*	Text (1 character)	* Optional but highly recommended to send Gender of the person using the service - Valid values: M, F, U
Address1	R	Text (up to 255 characters)	Mailing Address Line 1 of the person using the service
Address2	O	Text (up to 255 characters)	Mailing Address Line 2 of the person using the service

City	R	Text (up to 255 characters)	Mailing City of the person using the service
State	R	Text (2 characters)	2-character abbreviation of the Mailing State of the person using the service
ZipCode	R	Numeric (5 digits)	5-digit Zip Code of the person using the service
PhoneNumber	R	Text (digits only)	Primary contact phone number for the person using the service
SecondaryPhoneNumber	O*	Text (digits only)	* Optional but highly recommended to send Alternate contact phone number for the person using the service
ProcedureDescription	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
ProcedureDate	R	MM/DD/YYYY	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service
CPTCode	R	Numeric (5 digits)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. CPT Code for the procedure/service
PrimaryCPT	R	Text (up to 3 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Indicator to identify if the record contains the primary CPT code - Valid values: Yes, No
FacProvID	O	Text (10 characters)	Facility Provider NPI - Hospital Unique Identifier

FacProvName	R	Text (up to 255 characters)	Facility Provider Name - Hospital Name
FacProvMedicareAccepted	O	Text (1 character)	Indicator to identify if Medicare is accepted by the facility - Valid values: Y, N
SvcProvTIN	O	Numeric (up to 15 digits)	Provider's Tax ID Number
SvcProvID	O	Number (10 digits)	Provider's NPI, National Provider Number
SvcProvName	O*	Text (up to 255 characters)	* Optional but highly recommended to be sent Service Provider Name - Doctor/Surgeon Name
SvcProvMedicareAccepted	O	Text (1 character)	Indicator to identify if Medicare is accepted by the service provider - Valid values: Y, N
DiagnosticImageDescription	O	Text (up to 255 characters)	Diagnostic Image Description
DiagnosticDescription	O	Text (up to 255 characters)	Diagnostic Description
Diagnostic Date	O	Text (up to 255 characters)	Diagnostic Date
ICD10Code	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. ICD-10 Code
MedicationDescription	O	Text (up to 255 characters)	Medication Description
MedicationDate	O	Text (up to 255 characters)	Medication Date
NDCCode	R*	Text (up to 255 characters)	* Required for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. NDC Code
Carrier	O*	Text (up to 255 characters)	* Optional but highly recommended to be sent Carrier Name
BenefitPlan	O	Text (up to 255 characters)	Benefit Plan Name
BenefitPlanExternalId	O	Text (up to 255 characters)	Benefit Plan ID

CoverageTier	O	Text (up to 255 characters)	Coverage Tier
RelationshipType	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the person using the service is the subscriber Relationship to the subscriber - Valid values: Self, Spouse, Child, Parent, Grandparent, Sibling, Adult Child, Other
SubscriberID	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber ID (must be specific to subscriber and cannot change) Must match the External Unique ID provided for eligibility
SubscriberFirstName	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's First Name
SubscriberLastName	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Last Name

B. Approach B. Carrier Identified Members:

(1) File Naming Convention should be: YYMMDD_ClientName_Reach.csv"

(2) File Layout:

Field Name	Required / Optional	Data Type / Format	Description
CaseID	R	Numeric (up to 20 digits)	External Unique Identifier for the case from the data provider
FileDate	R	MM/DD/YYYY	Date file is pulled from the data provider's system

FirstName	R	Text (up to 255 characters)	First Name of the person using the service
LastName	R	Text (up to 255 characters)	Last Name of the person using the service
DateOfBirth	R	MM/DD/YYYY	Date of Birth of the person using the service
MemberID	R	Text (up to 255 characters)	External Unique ID (must be specific to member and cannot change) Must match the External Unique ID provided for eligibility
CorporateID	R*	Text (up to 255 characters)	* Required for companies with a parent company; otherwise optional External Unique ID for the employer
CorporateName	O	Text (up to 255 characters)	External Company Name for the employer
Email	R*	Text (up to 255 characters)	* Required if used as activation identifier; otherwise highly recommended to send Email address for the person using the service
Gender	O*	Text (1 character)	* Optional but highly recommended to send Gender of the person using the service - Valid values: M, F, U
Address1	R	Text (up to 255 characters)	Mailing Address Line 1 of the person using the service
Address2	O	Text (up to 255 characters)	Mailing Address Line 2 of the person using the service
City	R	Text (up to 255 characters)	Mailing City of the person using the service
State	R	Text (2 characters)	2-character abbreviation of the Mailing State of the person using the service
ZipCode	R	Numeric (5 digits)	5-digit Zip Code of the person using the service
PhoneNumber	R	Text (digits only)	Primary contact phone number for the person using the service
SecondaryPhoneNumber	O*	Text (digits only)	* Optional but highly recommended to send Alternate contact phone number

			for the person using the service
ProcedureDescription	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
ProcedureDate	R	MM/DD/YYYY	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported.
			Date of the procedure/service
CPTCode	R	Numeric (5 digits)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. CPT Code for the procedure/service
PrimaryCPT	R	Text (up to 3 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Indicator to identify if the record contains the primary CPT code - Valid values: Yes, No
Carrier	O*	Text (up to 255 characters)	* Optional but highly recommended to be sent Carrier Name
RelationshipType	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the person using the service is the subscriber Relationship to the subscriber - Valid values: Self, Spouse, Child, Parent, Grandparent, Sibling, Adult Child, Other

SubscriberID	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber ID (must be specific to subscriber and cannot change) Must match the External Unique ID provided for eligibility
SubscriberFirstName	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's First Name
SubscriberLastName	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Last Name
SubscriberDateofBirth	R*	MM/DD/YYYY	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Date of Birth
SubscriberEmail	R*	Text (up to 255 characters)	* Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service
			Subscriber's email address Must match the email address provided for eligibility
SubscriberZip	R*	Numeric (5 digits)	* Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's zip code Must match the zip code

			provided for eligibility
ICD10DiagnosisDescription	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
ICD10DiagnosisDate	R	MM/DD/YYYY	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service
ICD10Code	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. ICD10 Code for the procedure/service
NDCMedicationDescriptionCode	R*	Text (up to 255 characters)	* Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
NDCMedicationDate	R*	MM/DD/YYYY	* Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service

NDCCode	R*	Text (up to 255 characters)	* Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. NDC Code for the procedure/service

C. Approach C. Carrier-Provided Prior Authorization Files:

(1) File Naming Convention should be: YYMMDD_ClientName_Reach.csv"

(2) File Layout:

Field Name	Required / Optional	Data Type / Format	Description
CaseID	R	Numeric (up to 20 digits)	External Unique Identifier for the case from the data provider
FileDate	R	MM/DD/YYYY	Date file is pulled from the data provider's system
FirstName	R	Text (up to 255 characters)	First Name of the person using the service
LastName	R	Text (up to 255 characters)	Last Name of the person using the service
DateOfBirth	R	MM/DD/YYYY	Date of Birth of the person using the service
MemberID	R	Text (up to 255 characters)	External Unique ID (must be specific to member and cannot change) Must match the External Unique ID provided for eligibility
CorporateID	R*	Text (up to 255 characters)	* Required for companies with a parent company; otherwise optional External Unique ID for the employer
CorporateName	O	Text (up to 255 characters)	External Company Name for the employer
Email	R*	Text (up to 255 characters)	* Required if used as activation identifier; otherwise highly recommended to send Email address for the person using the service

Gender	O*	Text (1 character)	* Optional but highly recommended to send Gender of the person using the service - Valid values: M, F, U
Address1	R	Text (up to 255 characters)	Mailing Address Line 1 of the person using the service
Address2	O	Text (up to 255 characters)	Mailing Address Line 2 of the person using the service
City	R	Text (up to 255 characters)	Mailing City of the person using the service
State	R	Text (2 characters)	2-character abbreviation of the Mailing State of the person using the service
ZipCode	R	Numeric (5 digits)	5-digit Zip Code of the person using the service
PhoneNumber	R	Text (digits only)	Primary contact phone number for the person using the service
SecondaryPhoneNumber	O*	Text (digits only)	* Optional but highly recommended to send Alternate contact phone number for the person using the service
ProcedureDescription	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
ProcedureDate	R	MM/DD/YYYY	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported.
			Date of the procedure/service
CPTCode	R	Numeric (5 digits)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. CPT Code for the procedure/service

PrimaryCPT	R	Text (up to 3 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Indicator to identify if the record contains the primary CPT code - Valid values: Yes, No
Carrier	O*	Text (up to 255 characters)	* Optional but highly recommended to be sent Carrier Name
RelationshipType	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the person using the service is the subscriber Relationship to the subscriber - Valid values: Self, Spouse, Child, Parent, Grandparent, Sibling, Adult Child, Other
SubscriberID	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber ID (must be specific to subscriber and cannot change) Must match the External Unique ID provided for eligibility
SubscriberFirstName	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's First Name
SubscriberLastName	R*	Text (up to 255 characters)	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Last Name

SubscriberDateofBirth	R*	MM/DD/YYYY	* Required if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's Date of Birth
SubscriberEmail	R*	Text (up to 255 characters)	* Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service
			Subscriber's email address Must match the email address provided for eligibility
SubscriberZip	R*	Numeric (5 digits)	* Required if used as activation identifier AND if the person using the service is a dependent; otherwise send blank if the subscriber (employee) is the person using the service Subscriber's zip code Must match the zip code provided for eligibility
ICD10DiagnosisDescription	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
ICD10DiagnosisDate	R	MM/DD/YYYY	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service
ICD10Code	R	Text (up to 255 characters)	Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. ICD10 Code for the procedure/service
NDCMedicationDescriptionCode	R*	Text (up to 255 characters)	* Required only for pharmacy claims Data must coincide with a single

			procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Brief description of the procedure/service
NDCMedicationDate	R*	MM/DD/YYYY	* Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. Date of the procedure/service
NDCCode	R*	Text (up to 255 characters)	* Required only for pharmacy claims Data must coincide with a single procedure/diagnosis. Only a single procedure/diagnosis per row is supported. NDC Code for the procedure/service

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MUSCULOSKELETAL & SURGERY CARE SERVICE DESCRIPTION

1. **Musculoskeletal & Surgery Care Solution.** Musculoskeletal & Surgery Care ("MSK/Surgery") is Transcarent's end to end care experience for musculoskeletal and surgery conditions that, as of the SOW Effective Date, may include the following features and functions depending on the services purchased:

2. **MSK/Surgery Benefits Navigation.** Transcarent's MSK/Surgery Benefits Navigation solution assists Members with finding and using their in-network benefits related to their musculoskeletal and surgery journeys with the help of Transcarent's live Care Team and supplementary self-service digital tools available in the Transcarent app, including Quality Provider Finder.

   A. Transcarent's Care Team is a multidisciplinary team that supports Members. The composition of this team adjusts to the needs presented by the Member, but may include health guides, care coordinators, nurses, nurse practitioners, physicians, medical assistants, and care support staff.

   B. Quality Provider Finder is an additional self-service tool made available in the Transcarent app which identifies Providers based on Members' inputted search criteria, including, but not limited to, a quality and cost efficiency performance analysis, Provider network status, and insight into the quality, efficiency, accessibility of, and Member experience with respect to care delivery for each Provider.

3. **MSK/Surgery Clinical Guidance.** Transcarent's MSK/Surgery Clinical Guidance solution guides Members to and through their musculoskeletal and surgery journeys and helps them to identify their best next step with the help of guidance from Transcarent's Care Team and support from self-service digital tools to understand and manage their musculoskeletal and surgery journeys.

4. **Care Delivery.** To the extent indicated in the SOW, Musculoskeletal & Surgery Care provides Members with access to the following care services. Members' use of such care services is charged at Transcarent's then current Case Rates:

   A. Virtual Orthopedic Consult. Virtual Orthopedic Consultations provide Members access to musculoskeletal assessment and triage, including a screening assessment, self-guided diagnostic exams, virtual visits with Providers, and a Member portal with access to Member documents.

   B. Virtual Physical Therapy. Virtual Physical Therapy provides Members with access to virtual physical therapy and education delivered remotely. May include the following solutions from Transcarent's partner Sword Health: "Bloom", "Move", "Predict" and/or "Thrive"

      (1) Bloom: Digital solution intended to help Members address pelvic health needs and improve general wellness.

      (2) Move: Self-guided digital solution intended to increase physical activity and reduce recurring, low-level of pain.

      (3) Predict: If enabled by Customer, Predict will identify Members, which may include processing certain Member data provided by Customer, and then Sword will engage identified high-risk Members via targeted multi-channel outreach

      (4) Thrive: Digital physical therapy solution intended to help Members find relief from pain, address MSK needs and improve general wellness with access to live licensed physical therapists.

   C. Expert Second Opinion. (MSK & Surgery) provides Members with access to online educational medical consultation services (not medical care) related to their musculoskeletal and surgery journeys, which include coordination of medical record collection, identification of a Provider to review the Member's case, an expert opinion rendered by the Provider, and the opportunity for follow-up communication between the Member and the rendering Provider.

D. Centers of Excellence. Centers of Excellence ("COE") provide Members with access to services related to a surgical procedure or treatment rendered by a Provider of high-quality medical and/or surgical care that has been vetted by a COE, with negotiated rates for surgeries ("Surgical Case Rates") in the treatment categories set forth in Customer's SOW ("Covered Surgical Treatments"). Each Surgical Case Rate includes the charges for professional, facility, on-site lab and diagnostic services, short-term rental medical equipment, and pre-discharge post-operative visit, and services and supplies accessed through the original Provider and directly related to a complication or to an unplanned hospital readmission as defined by The Centers for Medicare & Medicaid Services. Surgical Case Rates vary by Covered Surgical Treatment and Provider. Supplementary diagnostic services are also available, which include support to assist the Member with obtaining laboratory, imaging and/or other diagnostic exams, tests and/or procedures, options for diagnostic providers, scheduling diagnostics ordered by the Provider, facilitating medical record collection and diagnostic preparation processes, and arranging pre- and post-exam services, in all cases, subject to availability.

(1) Travel Reimbursement. Customer will reimburse to Transcarent the Covered Travel Expenses listed below for Members receiving MSK and Surgery Care Services:

Airfare	If the Member lives more than 100 miles from the Provider and elects to fly to the Provider, Transcarent will arrange roundtrip economy airfare. If the Provider recommends additional legroom or services not available in economy based on the Member's medical needs, upgrade and/or seat selection fees will also be included.
Mileage	If the Member lives more than 100 miles from the Provider and elects to drive to the Provider, mileage at the then current applicable IRS rate will be included for the direct, roundtrip drive between the Member's home and the Provider.
Lodging	If the Member lives at least 100 miles from the Provider and elects for Transcarent to arrange lodging, Transcarent will arrange such lodging on behalf of the Member and the Member's companion.
Meals and Incidentals	During the Episode of Care, Customer will issue payment to the Member and the Member's companion, if applicable, for meals and incidentals in the amount of $50 per day per person. If the Episode of Care is longer than 15 days, such amount will be reduced to $125 per week per person.

5. **Use of Third-Party Providers.** In acknowledgement that Transcarent's services are provided in part by third party providers, the availability of the above services, features and functions are representative of Transcarent's offerings as of the Effective Date. Transcarent expressly reserves the right to modify, update, enhance, replace, reduce and/or eliminate features and functions, provided that such changes shall apply to all similarly situated Customers. Transcarent agrees to provide reasonable advance notice prior to reducing or eliminating key services, features and/or functions. Not all of the above features and functions are available in all geographies.

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PHARMACY CARE SERVICE DESCRIPTION

1. **Transcarent Pharmacy Care Solution.** Pharmacy Care is Transcarent's supplemental care experience providing full, transparent pharmacy benefit administration and network access to Members.

2. **Pharmacy Marketplace.** Pharmacy Marketplace is an additional self-service tool made available in the Transcarent app to help Members find and access affordable medications across cash, coupon and formulary pricing. Pharmacy Marketplace delivers personalized medication cost savings opportunities for Members and information about the medications they are taking, and Transcarent's Care Team may assist Members with transferring prescriptions to a new pharmacy, obtaining new prescriptions, or refilling prescriptions upon request.

3. **Care Delivery & Plan Administration.** Pharmacy Care includes full, transparent pharmacy benefit administration and Member access to a comprehensive pharmacy network, inclusive of the following services:

   A. Benefit Design Support. Transcarent will: (1) develop and deliver analyses of costs and Member impacts of any proposed changes to Plans' pharmacy plan designs and/or clinical and utilization management programs; (2) upon Customer's request, provide the pharmacy benefit information components of a Plan to enable Customer or the applicable Plan to produce and maintain its summary plan description and summary of benefits and coverage; (3) develop, implement, administer and review customized prior authorization criteria, step therapy programs and/or quantity limits, if requested by a Plan; and (4) load and test Plans' pre-implementation plan designs, including open enrollment, as well as post-implementation changes, and provide results to Customer and Plan(s).

   B. Pharmacy Network. Transcarent will make available a national network of mail order and specialty pharmacies where Members can fill prescriptions and receive other Covered Pharmacy Services.

      (1) Mail Order Pharmacy. Prescription orders by Members may be filled by mail order Pharmacy(ies) and will be dispensed in a quantity not to exceed a 90-day supply, unless otherwise stated in the PDD.

      (2) Specialty Pharmacy. Specialty Drugs will be dispensed through a Specialty Pharmacy in accordance with the Plan. Transcarent will (i) assist Plans with determining and measuring participation in Specialty Drug distribution and management services on an individual therapy and drug level; (ii) provide outreach and support services to Members prescribed Specialty Drugs as mutually agreed; and (iii) support patient care management programs (as mutually agreed) that include services tailored to the Member's individualized needs.

   C. Claims Processing. Transcarent will manage the administration, processing and payment of all claims and appeals for Covered Pharmacy Services arising under the Plan, including both pharmacy and Member-submitted claims and coordination of benefits support. Customer assumes, on behalf of all Plans, all financial responsibility for funding the payment of Pharmacy Claims, whether submitted by Participating Pharmacies or Members, and will do so in accordance with the provisions of Attachment 1 (Fees and Payment). Transcarent shall have no responsibility, risk, liability, or obligation for funding or covering the cost of any prescription drugs, including Covered Pharmacy Services.

      (1) Transparent Pricing; No "Spread". Transcarent shall not: (A) create and/or retain any difference (a.k.a. "spread") between any net amount it pays a Provider under this section and the amount it bills to Customer or its designee(s) for prescriptions dispensed to Members, and/or (B) recoup or "claw back" from a Provider any amount that Transcarent previously paid on behalf of Customer to a Provider for a prescription dispensed to a Member. Notwithstanding the

foregoing, Transcarent in its discretion may bill Customer or its designee(s) a lower rate than the applicable Bundled Rate as an advance credit for any Rebate applicable at the time of the applicable claim adjudication. Any Rebates payable under Section 4(c)(ii) below shall be reduced by any amounts so applied.

(2) Member-Submitted Claims. Transcarent will provide Members access to a Pharmacy Claim form that must be completed and mailed to Transcarent, or by other delivery method as agreed by the Parties, when requesting reimbursement for the cost of a Covered Pharmacy Service that was not submitted electronically by the dispensing pharmacy at the point of sale.

(3) Emergency Fills. If a Provider determines the passage of time without treatment would result in imminent emergency care, hospital admission, or jeopardize the life or health of a Member or others in contact with the Member, an emergency fill of a medication may be dispensed with prior authorization. Customer agrees that, although a medication dispensed as a short-term emergency fill may not constitute a Covered Pharmacy Service, claims for such services will be approved and paid in accordance with this SOW. Determination for whether an emergency fill is a Covered Pharmacy Service will be made via the prior authorization process.

D. Rebate Administration. Pharmacy Care includes comprehensive rebate negotiation and management services with one hundred percent (100%) of all rebates passed through to Customer. Transcarent represents that: (1) it has executed contracts with Pharmaceutical Manufacturers and/or Rebate Aggregators that require them to pay Rebates based on the utilization of qualifying brand-name drugs by Transcarent's Customer base; and (2) it will continue to use commercially reasonable efforts to negotiate and enter into new or amended contracts with Pharmaceutical Manufacturers and/or Rebate Aggregators to ensure that Rebates remain competitive in the marketplace. Customer hereby appoints Transcarent to act and serve as its exclusive manager and group purchasing organization for Customer for the purpose of negotiating for and obtaining Rebates from Pharmaceutical Manufacturers and Rebate Aggregators on behalf of Customer during the SOW Term.

(1) No "Spread" on Rebates. Within thirty (30) days of the end of the month in which Transcarent receives any Rebate, Transcarent will (A) generate a report that identifies each prescription fill and other utilization of Pharmacy Care attributable to Customer and its Plan(s) that received any portion of such Rebate and (B) provide Customer or its designee(s) with a copy of such report, together with one hundred percent (100%) of the total Rebate amount based on prescription fills and/or other utilization of Pharmacy Care attributable to Customer and its Plan(s).

(2) Limitation of Liability for Rebates Collection. Transcarent shall not have any liability to Customer or its Members for any failure by any Pharmaceutical Manufacturer or Rebate Aggregator to pay any Rebates, any breach of a Rebate contract by any Pharmaceutical Manufacturer or Rebate Aggregator, or any negligence or willful misconduct by any Pharmaceutical Manufacturer or Rebate Aggregator, provided that Transcarent provides a copy of the relevant provisions of any such Rebate contract so breached, or pursuant to which negligence or willful misconduct by a Pharmaceutical Manufacturer is alleged, and cooperates reasonably with Customer to assert all available rights thereunder.

(3) Under/Over Payments. Customer acknowledges that reconciliations and/or audits may reveal an initial underpayment or overpayment of Rebates. In the event of an underpayment of Rebates, Transcarent will pay Customer the amount of such underpayment upon receipt of payment by Transcarent in accordance with the terms herein. In the event of an overpayment of Rebates by Transcarent, Transcarent will withhold the amount of overpayment from the next Rebate payment due to Customer following determination of the amount of overpayment. If

there are no payments due to Customer, Transcarent will invoice Customer the amount of overpayment, which shall be due and payable within twenty (20) business days.

E. Formulary Management. Pharmacy Care includes advice on formulary options and implementation, including support for fully customized formulary development and management upon request, consultations regarding default designations in preferred drug categories, and support of a clinically based formulary program which includes ongoing pharmacy and therapeutics committee ("P&T Committee") review in accordance with applicable standards. Transcarent has developed formulary options, which include three (3) standard formularies that may be adopted by a Plan. Customer will adopt the applicable Formulary, as selected and/or customized by Customer, as the Formulary for the applicable Plan. Transcarent's future additions and deletions its standard Formulary are hereby adopted by Customer, subject to Customer retaining final decision-making authority with regard to the Covered Pharmacy Services included in the Formulary and the level of coverage provided under each Plan.

(1) Communications Regarding Formulary. Customer authorizes Transcarent to communicate with Members, Participating Pharmacies, physicians and other healthcare providers regarding the Formulary and Members' utilization of it. Transcarent will have final approval authority for all formulary management and communication initiatives. Transcarent agrees to provide: (i) annual benefit analyses; (ii) reasonable ad hoc requests; (iii) routine industry monitoring on emerging trends with recommendations; (iv) communication subject to the Plan's approval of formulary changes and alternatives to Members and prescribers; (v) formulary distribution analyses showing specific tiers by drugs over at least the trailing 3-month period, upon Customer's request; and (vi) support for additional formularies or modifications to formularies pursuant to any separate contract of Customer.

F. Prior Authorization Administration. Pharmacy Care includes support for all applicable utilization management programs (including prior authorization services and quantity limitations) in accordance with the terms of the Plan, including support for custom prior authorization requirements for designated drugs. Transcarent will provide all applicable utilization management programs as set by each Plan's executed PDD, including expedited/urgent, member, first-level, second-level appeals, and independent external review, directed by Customer (on behalf of the applicable Plan) for those prescription drugs that Customer has designated in a PDD as requiring authorization prior to the dispensing of the drug to a Member. Customer (on behalf of the applicable Plan), in consultation with Transcarent, will set prior authorization requirements for each such designated drug, and Transcarent will apply those requirements as set by Customer. In performing this service, Transcarent may rely on information provided by the Member or the Member's physician, the dispensing pharmacist and/or other source deemed reliable to Transcarent. Transcarent will not determine medical necessity, provide diagnoses, or make any attempt to substitute its judgment for the professional judgment and responsibility of the Member's physician or related medical provider. Transcarent will provide, to the extent applicable to the Plan design as set forth in an executed PDD, full disclosure and quarterly reports of utilization management programs.

G. Customer and Member Support. Pharmacy Care includes access to a customer service unit staffed with individuals knowledgeable about all aspects of the applicable Plan.

(1) Cardmember Materials. Transcarent shall provide to Members a personalized digital identification card that provides specific information about the Plan for use when filling a prescription for a Covered Pharmacy Service (a "Plan Identification Card"). Members shall be required to present their Plan Identification Card and proof of identity to be eligible to receive Covered Pharmacy Services under the Plan. If Customer elects to provide such cards to

Members directly, or to retain a third-party to do so, Customer shall be responsible for all related costs.

(2) Plan Materials. Subject to Customer's customization and prior written approval, Transcarent will develop and provide to Members all Plan-related printed materials, including: (i) mail order forms; (ii) Member educational materials; (iii) service benefit brochures; and (iv) claim forms.

4. Additional Clinical Services. Pharmacy Care includes the following additional clinical services:

A. Opt-In Services. Customer can opt-in to a standing list of manufacturer-funded clinical and medication adherence programs administered at retail, mail, and specialty pharmacies, as well as full onsite support for vaccination, testing, coupon programs and other services upon request.

B. Transcarent Account Manager and Clinical Pharmacist. Transcarent will assign to Customer an account manager and a clinical pharmacist who will serve as Transcarent's main contact persons for each Plan. They will respond promptly to general inquiries and requests and provide support and consultative services related to plan design.

C. P&T Committee. Transcarent will develop and maintain a clinically based formulary program, including ongoing P&T Committee review in accordance with 45 C.F.R. § 156.122(a)(3). Transcarent will provide copies of P&T Committee meeting minutes to Customer upon request and provide the services of a clinician(s) to serve as clinical directors for the proper administration of Plans' pharmacy benefits and general coordination of prescription dispensing to Members. Further, upon Customer's request, Transcarent will assess and make recommendations for the development and implementation of additional clinical programs to meet the applicable Plan's needs, subject to terms and conditions to be agreed upon by the Parties.

D. Generic Drugs. Transcarent will consult with Customer with respect to the default designation for generic drugs as the preferred drug category in its pharmaceutical formularies. In order for a generic drug to be eligible as the preferred drug category, (1) Participating Pharmacies must have access to such generic drug in a manner that is adequately distributed in the geographical area serviced by Transcarent, (2) such drugs must be regularly stocked by Participating Pharmacies without the need for special ordering such drugs (as determined by Transcarent), and (3) such drugs must be qualified as "Tier I generics" and priced competitively with other similar Tier I generic drugs of an equal quality (as determined by Transcarent).

E. Supplemental Benefit Programs. Upon Customer's request, Transcarent will adjudicate, and use commercially reasonable efforts to ensure that all Participating Pharmacies support the administration of, Customer- or Plan- supplemental benefit programs providing over-the-counter medications and supplies for Members.

F. Vaccine Program. Transcarent will arrange for the provision of certain vaccination services through Participating Pharmacies.

5. Prescription pricing. Transcarent's everyday standard pricing for Pharmacy Care Members is set forth in the tables that follow.

A. In-Network Pharmacy Rates:

	Brand Rates				Generic Rates			
	High		**Low**		**High**		**Low**	
30-Day	Lower of:		Lower of:		Lower of:		Lower of:	
	U&C		U&C		U&C		U&C	
	AWP	-15%+$1.00	AWP	-19.50%+$1.00	NADAC	+30%+$12.00	NADAC	+5%+$8.00
					AWP	-18%+$12.00	AWP	-84%+$1.00
90-Day	Lower of:		Lower of:		Lower of:		Lower of:	
	U&C		U&C		U&C		U&C	
	AWP	-16%+$1.00	AWP	-22.00%+$0.00	NADAC	+30%+$12.00	NADAC	+5%+$8.00
	Costco		Harris Teeter		AWP		AWP	-86%+$0.00
Specialty	Lower of:							
	U&C							
	AWP		-24%					

B. Non-Network Pharmacy Rates:

	Brand Rates				Generic Rates			
	High		**Low**		**High**		**Low**	
30-Day	Lower of:		Lower of:		Lower of:		Lower of:	
	U&C		U&C		U&C		U&C	
	AWP	-19%	AWP	-24%	AWP	-90.0%	AWP	-92%
90-Day	Lower of:		Lower of:		Lower of:		Lower of:	
	U&C		U&C		U&C		U&C	
	AWP	-19.0%	AWP	-24.0%	AWP	-90.0%	AWP	-92%
Dispensing Fee per Claim (remitted to Transcarent for payment to Participating Pharmacy for Covered Pharmacy Services)					$1.00			

6. Additional Implementation Requirements.

A. Pharmacy Care Plan Design Document. For each Plan to be implemented for Pharmacy Care, Customer will provide to Transcarent a completed and signed copy of a PDD using the template provided by Transcarent to Customer during implementation. The PDD represents the intent of the applicable Plan for Transcarent to administer the specific design set forth therein. Customer must provide a completed and signed PDD for each Plan at least forty-five (45) days prior to the applicable Start Date set forth in Attachment 1. Customer shall be solely responsible for ensuring the accuracy of the information set forth within each PDD and making any updates thereto to ensure the information is current throughout the SOW Term.

7. Additional Definitions:

A. "Average Wholesale Price" or "AWP" means the average wholesale price of the actual eleven (11) digit national drug code ("NDC"), drug specific, quantity appropriate to the actual package size dispensed, of a prescription drug or medication dispensed as set forth in Medi-Span's Prescription Pricing Guide (with supplements) ("Medi-Span"), or such other industry standard pricing benchmark data source as set forth in the applicable Pharmacy Contracts and amended from time to time, on the date the prescription is dispensed. AWP does not represent a true wholesale price, but rather is a fluctuating benchmark provided by Medi-Span, and will be updated no less frequently than weekly provided usable data is received from Medi- Span, which if not received timely could result in delays. AWP will not be altered in any manner.

B. "Covered Pharmacy Services" means the drugs and devices a Member is entitled to receive, and for which a Plan is obligated to pay, in accordance with and subject to the terms and conditions of the applicable Plan.

C. "FDA" means the U.S. Food and Drug Administration of the Department of Health and Human Services.

D. "Formulary" means the applicable list of FDA-approved Covered Pharmacy Services that classifies such drugs and supplies for purposes of Plan design and specifications and is periodically updated based on a review of clinical efficacy, safety, uniqueness, and cost effectiveness.

E. "NADAC" means the national average drug acquisition cost of a prescription drug or medication dispensed as set forth in the then most recent monthly survey data or weekly comparison data published by the Centers for Medicare and Medicaid Services.

F. "NCPDP" means the National Council for Prescription Drug Programs or its successor.

G. "Participating Pharmacy" means a pharmacy with an active Pharmacy Contract.

H. "PDD" means a Plan's plan design document.

I. "Pharmaceutical Manufacturer" means a manufacturer of brand-name drugs that contracts directly or indirectly with Transcarent for the payment of Rebates.

J. "Pharmacy Claims File" means a data file composed of comprehensive service-level remittance Member Data, including Member identifiers and demographics, Provider information, charge and payment information, and national drug codes for each prescription filled.

K. "Pharmacy Contract" means a direct or indirect contractual arrangement between Transcarent and a Participating Pharmacy for the provision of Covered Pharmacy Services to Members.

L. "Pharmacy Claim" means a request for payment by a pharmacy for a Covered Pharmacy Service dispensed to a Member in the format consistent with NCPDP standards and other applicable requirements.

M. "Rebate" means all direct and indirect financial benefits that a Pharmaceutical Manufacturer and/or Rebate Aggregator provides (directly or indirectly) to Transcarent based on utilization of Covered Pharmacy Services attributable to a Plan, including as applicable any rebates, discounts, credits, fees (including access fees, market share fees, data aggregation fees, formulary access fees and manufacturer administrative fees), grants, chargebacks or other forms of renumeration or benefits of any kind. For clarity, notwithstanding anything else stated within this Agreement, Customer understands and agrees that the term "Rebate" excludes any direct or indirect financial benefits that Transcarent or its contractors receive from a Pharmaceutical Manufacturer and/or Rebate Aggregator that are not based on utilization of Covered Pharmacy Services attributable to a Plan.

N. "Rebate Aggregator" means an entity other than a Pharmaceutical Manufacturer that contracts directly or indirectly with Transcarent for the payment of Rebates.

O. "Specialty Drug" means each Covered Pharmacy Service that (a) requires a customized medication management program that includes medication use review, patient training, coordination of care, and adherence management for successful use such that more frequent monitoring and training may be required; (b) meets a minimum of two (2) or more of the following characteristics: (i) produced through DNA technology or biological processes, (ii) target chronic or complex disease, (iii) route of administration could be oral, inhaled, infused, or injected, (iv) meets the CMS cost threshold to be considered a specialty drug on Part D, or (v) unique handling, distribution and/or administration requirements; and (c) is identified and listed on the Specialty Drug List. In addition, a follow-on-biologic (i.e., biosimilars) or generic product will be considered a "Specialty Drug" if the innovator drug is a Specialty Drug and meets the criteria above. Medications that do not meet the above criteria will be dispensed via mail at the applicable mail order pricing rates or via retail at the applicable retail rates (and included in the semiannual and/or annual, as applicable, mail order pricing guarantees or retail pricing guarantees) in accordance with the applicable PDD.

P. "Specialty Drug List" means the list of Covered Pharmacy Services which identifies the reimbursement rates applicable to Specialty Drugs under this Agreement and included in the price list provided, maintained, and updated by Transcarent from time to time. Transcarent may modify the Specialty Drug price list and corresponding pricing terms, if the resulting pricing terms are improved, on sixty (60) days' advance written notice to Customer, along with an explanation of the rationale for such modifications. All updates shall be reported quarterly. Pricing for Specialty Drugs added to the Specialty Drug price list on or after the Effective Date shall be competitive in the marketplace and considered on an individual drug and/or therapeutic category basis and shall not automatically default to a minimum discount. All drugs that are classified as specialty but are designated by the FDA as generic shall be priced as generics. Transcarent shall exclude from Covered Pharmacies Services, and shall not approve Pharmacy Claims for, repackaged products.

Q. "Specialty Pharmacy" means a Participating Pharmacy with a Pharmacy Contract to dispense Specialty Drugs.

R. "Usual and Customary Price" or "U&C" means the lowest retail price a Participating Pharmacy would charge a cash paying customer in an uninsured transaction for an identical product on that day at that location, exclusive of any discounts, promotions, or other offers to attract customers as defined in the applicable Pharmacy Contract. This definition of U&C excludes any pricing under 340(b) programs.

8. Use of Third-Party Providers. In acknowledgement that Transcarent's services are provided in part by third party providers, the availability of the above services, features and functions are representative of Transcarent's offerings as of the Effective Date. Transcarent expressly reserves the right to modify, update, enhance, replace, reduce and/or eliminate features and functions, provided that such changes shall apply to all similarly situated Customers. Transcarent agrees to provide reasonable advance notice prior to materially reducing or eliminating key services, features and/or functions. Not all of the above features and functions are available in all geographies.

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VIRTUAL PRIMARY CARE SERVICE DESCRIPTION

1. **Virtual Primary Care Solution**. Transcarent's Providers deliver care for acute, chronic, preventive and mental health needs via scheduled video or on-demand chat visits that may include patient assessment, diagnoses, treatment plans, and ordering tests or medications. In addition to primary care physicians and therapists, Members receive support from an integrated, multidisciplinary Care Team that coordinates with virtual practitioners before, after, and between physician visits. The Care Team engages with Members to facilitate symptom triage, treatment decision support, and post-visit follow up, including guiding Members to high-value, in-network specialists and preferred clinical programs based on the Customer's benefit offerings. Services may also include administrative functions such as documenting referrals, assisting with pharmacy needs, addressing healthcare questions, or other administrative tasks. Transcarent will charge the Member for a PCP or mental health visit based on Customer's selected billing configuration or medical plan design as set forth in the Order Form.

2. **Compliance & Licensure**. All clinical services described in this SDG will be delivered only by appropriately credentialed and supervised Licensed Professionals acting within their applicable scopes of practice and in full compliance with federal and state laws and professional-board rules. For telehealth interactions, Licensed Professionals will be licensed (or multistate-compact eligible, as applicable) in the state where the Member is physically located at the time of service. Availability of specific services may vary by state based on licensure and regulatory requirements.

3. **Availability Clarification**. Scheduled video visits are typically available the same day and overnight, both during the week and on weekends and holidays, with availability varying by state and time of day. Health coaches are available Monday through Friday, 8:00 a.m. – 11:00 p.m. ET. Visits are subject to state licensure requirements and scheduling constraints. Members also have 24/7/365 access to the Care Team (including nurse line support and on-demand intake/chat). Real-time clinician visits are subject to state licensure requirements and scheduling constraints. Although Transcarent does not direct the clinical judgment of independent Medical Providers, it maintains quality management processes, incident response pathways, and escalation protocols to support safety and a consistent member experience.

4. **Modifications.** Transcarent expressly reserves the right to modify, update, enhance, replace, reduce and/or eliminate features and functions, provided that such changes shall apply to all similarly situated Customers. Transcarent agrees to provide reasonable advance notice prior to reducing or eliminating key services, features and/or functions. We will never materially degrade components of the Services you have contracted for without Customer approval.

5. **Customer Support**. The Transcarent Customer Partnerships Team works as the direct conduit between the Company and Customer and is responsible for all Customer Support activities. The assigned Customer Partnerships team will:

   A. Assign a Customer Lead to serve as the relationship manager, and a dedicated Support Manager to serve as the single point of contact for day-to-day management and support.

   B. Work closely with the Customer on key relationship aspects, including executive sponsorship and governance, stakeholder management, operations management, performance reviews and escalations.

   C. Establish an oversight and governance cadence with appropriate levels of the Customer team.

   Customer Support does not provide medical advice. Any clinical questions raised via support channels are routed to Providers.

WEIGHT HEALTH SERVICE DESCRIPTION

1. **Transcarent Weight Health Solution**. Weight Health is Transcarent's personalized care experience that connects Members with proven treatments on a single platform, including lifestyle management, medication therapy and surgery with ongoing support.

2. **Definitions**.

   A. "Billable Activity" means any of the following activities conducted by a Member in the Platform: bidirectional interactions with the care team (text, chat, phone, or video), refilling medication, medication changes, completed lab orders, recording of blood pressure, glucose, weight, or other vitals, meal plan creation, consumption of personalized health educational content, or answering of health questionnaires.

3. **Applicability.** A Member will be deemed billable for the purposes of per PPPM (per participant per month) fees, Performance Guarantees, and as otherwise set forth herein (a "Billable Member") subject to the following criteria:

   A. A Member becomes an "Activated Member" upon completion of their first Billable Activity (defined below).

   B. An Activated Member is deemed a Billable Member for the month in which they become an Activated Member and the following two (2) months thereafter (such three-month period, the "Activation Period").

   C. Following the Activation Period, an Activated Member is deemed a Billable Member for any month in which such Activated Member completes a Billable Activity.

4. **Weight Health Benefits Navigation.** Provide care navigation, including sharing of definitive plan of care, progress notes and follow-up actions for each patient with Company's Health Guide's to ensure adherence, compliance and optimal transitions of care across all treatment plan interventions; support referrals and clinical care coordination between 9amHealth, Company, and customer entities (including but not limited to TPAs, carriers, PBMs, and disease management vendors).

5. **Weight Health Clinical Guidance.**

   A. Personalized Care Planning: Cardiometabolic management services: includes ongoing access to multidisciplinary care team, condition-specific specialty oversight, care management & navigation services, pharmacy benefits coordinated prescribing, oversight of labs, oversight of device readings, nutrition and lifestyle coaching, self-management education and medication oversight.

   B. Behavioral and Lifestyle Coaching: Deliver health coaching via certified diabetes care and education specialists, and/or certified nutrition specialists, to be utilized across lifestyle self-management topics such as healthy coping, healthy eating, being active, taking medication, monitoring, reducing risk, and problem solving.

   C. Prescription and Medication Management Support: Initiate new medications, de-escalate therapy and dose titration to optimize treatment based on technology driven protocols accounting for standards of care, program goals and available medication formularies. Send prescriptions to patient's choice of pharmacy with transmission of pharmacy benefit details to ensure medication is run through Company's pharmacy benefit.

6. **Care Delivery.**

   A. Centers of Excellence. Access to Nationwide Centers of Excellence (bariatric)(If Surgery COE is also purchased from Transcarent)

   B. Prescription Claims Adjudication. Access to pharmacy care for weight health medication (if Pharmacy Benefit Management services are also purchased from Transcarent)

C. Weight Health Devices and Labs: If purchased, provide blood glucose monitoring devices and continuous glucose monitoring devices through Company's pharmacy benefit (if coverage applicable). Initiate and monitor lab diagnostics based on technology driven protocols based on previous results, available biomarkers and medical history; Utilize network of lab service options spanning at-home phlebotomy draws, patient service centers labs and dried-blood-spot lab kits to ensure proper comprehensive monitoring and screening of clinically relevant biomarkers. Labs to be monitored are customized based on clinical profile but generally include HbA1c, Lipid panel, Comprehensive metabolic panel, and Urinary microalbumin at varying frequencies.

7. **Devices.** Devices may be purchased at the following prices, subject to the terms listed below, plus an applicable handling fee of 15%. The prices are current as of the effective date of this agreement and are subject to change**.**

Device / Service	One-Time Fee	Monthly Fee[1]	Details	Eligibility
Labs costs **(optional – in lieu of claims billing)**	N/A	N/A	Option for labs to be billed as a pass through cost from LabCorp/Quest instead of billed to claims. Billed at cost + $5 admin fee instead of 15% handling fee	N/A
At-Home Phlebotomy Draw (optional)	$63.25	NA	This covers at-home blood draw and urinary sample collection. Assay analysis cost will be billed to insurance by Quest or Labcorp.	ZIP code is supported by Phlebotomy Service provider
At-home Phlebotomy + Biometrics (optional)	$115.00	NA	This covers at-home blood draw, urinary sample collection, waist circumference measurement, blood pressure, and BMI.	ZIP code is supported by Phlebotomy Service provider
At-home Self-Collection Device A1c only: A1c, Lipid Panel, Serum Creatinine:	$79.64 $81.08	NA NA	Price does include the analysis of the blood (insurance is not billed). Only used when member has barriers to completing labs at a local facility.	All geographies available
Smart Blood Glucose Meter Cellular connected device to measure blood glucose:	$113.60	$14.38	Initial shipment includes 3 months of test strips, lancets, lancing device, cellular connectivity and shipping. Monthly fee includes unlimited test strips, unlimited lancets, cellular connectivity, and shipping beginning month 4.	Members requiring multiple BG checks per week for medication adjustments. Members eligible for CGM will be ordered a CGM via DME or

[1] Pricing is subject to change.

				pharmacy benefit.
Intermittent Continuous Glucose Monitor Freestyle Libre — 14 days of wear:	$89.70	NA	This covers the price of the sensor, plus shipping and pharmacy dispensing fee.	Max. once per quarter for members benefiting from in-depth glucose profile analysis who do not qualify for CGM through their pharmacy or DME benefit.
Smart Blood Pressure Monitor Cellular blood pressure monitor & cuff: Cellular blood pressure monitor & XL cuff:	$99.22 $139.47	$4.03 $4.03	One-time fee includes 12 months cellular connectivity & shipping. Monthly connective fee starting month 13.	Members requiring multiple BP checks per month for medication adjustments.
Smart Weight Scale Cellular connected device to measure body weight: Cellular connected device with higher weight range:	$99.22 $127.97	$4.03 $4.03	One-time fee includes 12 months cellular connectivity & shipping. Monthly connective fee starting month 13.	Members taking part in weight management program

8. **9AMHealth Performance Guarantees.** For Customers with Billable Members that have been enrolled and billable for at least six (6) months in 9amHealth's services, 9amHealth will offer the following performance guarantee to such Customers and put the associated portion of the fees for such Customer at risk:

Performance Guarantee	Target	Requirement	% of Fees at Risk	Description
1. Weight Loss	≥5% average weight loss over first 12 months	At least 50 Billable Members with BMI ≥ 30, and enrolled in weight management not on GLP agents	15%	For Billable Members with a body mass index (BMI) greater than or equal to 30 that are not on GLP-1 agents ("BMI 30 Non-GLP Billable Members"), Transcarent shall guarantee that the average weight loss of the BMI 30 Non-GLP Billable Members will be greater than or equal to 5% across the first 12 months in the program. At least fifty (50) BMI 30 Non-GLP Billable Members

				must be enrolled in Weight Health and billable to calculate this guarantee.
2. Sustained Weight Loss	≤2% average weight gain between month 12-24	At least 50 Billable Members with BMI ≥ 30, and enrolled in weight management not previously on GLP agents	10%	For Billable Members with a body mass index (BMI) greater than or equal to 30 that are not on or were not previously on GLP-1 agents ("BMI 30 Non-GLP Billable Members"), Transcarent shall guarantee that the average weight gain of the BMI 30 Non-GLP Billable Members will be less than or equal to 2% between months 12 and 24 in the program. At least fifty (50) BMI 30 Non-GLP Billable Members must be enrolled in Weight Health and billable to calculate this guarantee.
3. Weight Loss	≥10% average eight loss over first 12 months	At least 50 Billable Members with BMI ≥ 30, no DM, enrolled in weight management and on GLP agents	15%	For Billable Members with a body mass index (BMI) greater than or equal to 30 that have no diagnosis of diabetes and are on GLP-1 agents ("BMI 30 GLP Billable Members"), Transcarent shall guarantee that the average weight loss of the BMI 30 GLP Billable Members will be greater than or equal to 10% in the first 12 months in the program. At least fifty (50) BMI 30 GLP Billable Members must be enrolled in Weight Health and billable to calculate this guarantee.
4. BP reduction	≥10mmHg average reduction in SBP or ≥5mmHg in DPB	At least 50 Billable Members with baseline BP≥140/90 enrolled in weight management	15 %	For Billable Members with a baseline blood pressure (BP) greater than or equal to 140/90 ("BP 140/90 Billable Members"), Transcarent shall guarantee that their average reduction in systolic blood pressure will be greater than or

				equal to 10mmHg and their average reduction in diastolic blood pressure will be greater than or equal to 5mmHg in their first months in the program. At least fifty (50) BP 140/90 Billable Members must be enrolled in Weight Health and billable to calculate this guarantee.
5. A1c reduction	≥1% average point reduction in A1c	At least 50 Billable Members with baseline A1c ≥9 enrolled in weight management	10%	For Billable Members with a baseline A1c level greater than or equal to 9 ("A1c 9 Billable Members"), Transcarent shall guarantee that their average point reduction in A1c will be greater than or equal to 1% in their first months in the program. At least fifty (50) A1c 9 Billable Members must be enrolled in Weight Health and billable to calculate this guarantee.
6. Patient Satisfaction	≥60 NPS	At least 25 respondents; 9amHealth will administer the Net Promoter Score (NPS) methodology to measure patient satisfaction and will report results on a periodic basis to demonstrate ongoing patient satisfaction over time. A single question will ask how likely they are to recommend 9amHealth to others on a 10-point scale.	15%	Weight Health Care shall have an average NPS of at least 60. At least 25 NPS responses must be received in order to calculate this guarantee.
7. Availability	Appointment guarantee within 3 operating business days	At least 50 Billable Members enrolled in Weight health ; Billable Member has an appointment timeslot available within 3 operating business days of completing intake process	5%	A Weight Health appointment shall be available within 3 operating business days after completing the intake process for greater than 75% of instances where a Billable Member seeks an appointment. At least 50 Billable Members must request a Weight Health

				appointment to calculate this guarantee.
8. Return on Investment (ROI)	≥ 2:1 ROI	Customer must agree to "gold-card" 9amHealth NPIs* Must exceed the 5% minimum participation requirement if no separate surgery fee; must have at least 50 Billable Members enrolled if separate surgery fee	15%**	**IF CUSTOMER IS PAYING PPPM:** Customer's total savings for Weight Health shall be greater than or equal to a 2:1 ratio. Billable Member participation must exceed 5% in order to calculate this guarantee. **IF CUSTOMER IS PAYING PPPM + Surgery PEPM:** Customer's total savings for Weight Health shall be greater than or equal to a 2:1 ratio. At least 50 Billable Members must be enrolled in Weight Health in order to calculate this guarantee.
TOTAL			**100%**	

*** "gold-carding" shall mean that Customer's PBM(s) are instructed to only dispense GLP agents from 9amHealth NPIs**

9. **Use of Third-Party Providers.** In acknowledgement that Transcarent's services are provided in part by third party providers, the availability of the above services, features and functions are representative of Transcarent's offerings as of the Effective Date. Transcarent expressly reserves the right to modify, update, enhance, replace, reduce and/or eliminate features and functions, provided that such changes shall apply to all similarly situated Customers. Transcarent agrees to provide reasonable advance notice prior to reducing or eliminating key services, features and/or functions. Not all of the above features and functions are available in all geographies.