

ADDENDUM TO CLIENT SERVICES AGREEMENT

between

Laramie County, Wyoming Government and Novo Connection Analytics, LLC.

THIS ADDENDUM is made and entered into by and between Laramie County, 310 West 19th Street, P.O. Box 608, Cheyenne WY 82003-0608 (hereinafter referred to as "COUNTY") and Novo Connection Analytics, LLC., 11755 E. Peakview Avenue, Suite 250, Englewood, CO 80111, (hereinafter referred to as "CONTRACTOR") in the alternative COUNTY and CONTRACTOR hereinafter may be referred to as "Parties" for this Addendum, the parties agree as follows:

I. PURPOSE

The purpose of this Addendum is to modify the Client Services Agreement with an effective date starting July 1, 2026, attached hereto as **Attachment A** and incorporated herein. For purposes of reference and interchangeability: CONTRACTOR is referred to as "Novo" in the Agreement and COUNTY is referred to as "Client" in the Agreement.

III. RESPONSIBILITIES OF CONTRACTOR

A. CONTRACTOR shall provide the COUNTY with services including, but not limited to, the consumption of medical and pharmacy eligibility and claim data provided, perform analytics on the data to provide insight and recommendations for Third Party Administrator's, Pharmacy Benefits Management selection, and placement an high-dollar claim mitigation, as more fully described in the Agreement, including, but not limited to, supply storage, operations, client services, volunteer intake, disaster shelter, and food services as more detailed in the Facility Use Agreement.

B. CONTRACTOR agrees to retain all required records for three (3) years after the termination of this Agreement and all other matters relating to the Agreement are concluded. CONTRACTOR agrees to permit access by the COUNTY or any of its duly authorized representatives to any books, documents, papers and records of the CONTRACTOR, which are directly pertinent to this specific Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions.

IV. RESPONSIBILITIES OF COUNTY

A. COUNTY agrees to pay CONTRACTOR for services upon receipt of the CONTRACTOR'S invoice to the COUNTY. The total payment to CONTRACTOR under this Agreement shall be totaled in CONTRACTOR'S invoice on a monthly basis for the 12 month duration for the Agreement, the individual charges of which shall not exceed one dollar and sixty-three cents (\$1.63) per employee per month for data analytics services as detailed in the Agreement and Schedule of Data Analytics Fees. No payment shall be made before the last signature is affixed to this Agreement. Payments shall be in accordance with Wyo. Stat § 16-6-602 (as amended).

V. MODIFICATIONS

The following provisions of Attachment A are **modified** or **removed**, and replaced by terms of this Addendum:

- A. Provision 6 "TERM" is **modified** to remove any reference to automatic renewal and shall now read "The term ("Term") of this Agreement shall be for twelve (12) months".
- B. Provision 7 "INDEMNIFICATION" is **removed** in its entirety, as provision K of the General Provisions of this Addendum addresses the issue of indemnification.
- C. Provision 9 "DISPUTE RESOLUTION" is **removed** in its entirety, as COUNTY does not agree to arbitration nor to Nevada as proper venue or jurisdiction concerning issues related to this Agreement.

All sections, paragraphs, or provisions "removed" under this Modifications section will have no force or effect on the Parties. All sections, paragraphs, or provisions "modified" under this Modification section will be replaced the modification, the original language or terms will have no force or effect on the Parties.

VI. GENERAL PROVISIONS

A. Entire Agreement: This entire agreement (consisting of twenty-five (25) pages) consists of: 1) The Agreement (6 pages), 2) Client Service Agreement (18 page), and Schedule of Data Analytics Fees (1 pages) these pages represent the entire and integrated agreement and understanding between the parties in regard to the subject matter herein and supersedes all prior negotiations, statements, representations and agreements, whether written or oral. The Agreement and Proposal collectively, shall be referred to as the "Entire Agreement" for the remainder of the document.

B. Independent Contractor: The services to be performed by CONTRACTOR are those of an independent contractor and not as an employee of COUNTY. CONTRACTOR is not eligible for Laramie County Employee benefits and will be treated as an independent contractor for federal tax filing purposes. CONTRACTOR **assumes** responsibility for its personnel who provide services pursuant to the Entire Agreement and will make all deductions required of employers by state, federal and local laws and shall maintain liability insurance for each of them. CONTRACTOR is free to perform the same or similar services for others.

C. Assignment: Neither the Entire Agreement, nor any rights or obligations hereunder shall be assigned or delegated by a party without the prior written consent of the other party.

D. Modification: The Entire Agreement shall be modified only by a written agreement, duly executed by all parties hereto.

E. Invalidity: If any provision of the Entire Agreement is held invalid or unenforceable by any court of competent jurisdiction, or if the COUNTY is advised of any such actual or potential invalidity or unenforceability, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of the parties the provisions of the Entire Agreement are fully severable.

F. Applicable Law and Venue: The parties mutually understand and agree the Entire Agreement shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning the Entire Agreement or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming or the Federal District Court, District of Wyoming. This provision is not intended, nor shall it be construed to waive COUNTY's governmental immunity as provided in the Entire Agreement

G. Discrimination: All parties agree they will not discriminate against any person who performs work under the terms and conditions of the Entire Agreement because of race, color, gender, creed, handicapping condition, or national origin.

H. ADA Compliance: All parties agree they will not discriminate against a qualified individual with disability, pursuant to a law as set forth in the Americans with Disabilities Act, P.L. 101-336, 42 U.S.C. § 12101, *et seq.*, and/or any properly promulgated rules and regulations relating thereto.

I. Governmental/Sovereign Immunity: COUNTY does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 *et seq.*, by entering into the Entire Agreement. Further, COUNTY fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on the Entire Agreement.

J. Third Parties: The parties do not intend to create in any other individual or entity the status of third-party beneficiary, and the Entire Agreement shall not be construed so as to create such status. The rights, duties and obligations contained in the Entire Agreement shall operate only between the parties to the Entire Agreement and shall inure solely to the benefit of the parties to the Entire Agreement.

K. Indemnification: To the fullest extent permitted by law, CONTRACTOR agrees to indemnify and hold harmless COUNTY, its elected and appointed officials, employees and volunteers from any and all liability for injuries, damages, claims, penalties, actions, demands or expenses arising from or in connection with work performed by or on behalf of CONTRACTOR for COUNTY except to the extent liability is caused by the sole negligence or willful misconduct of COUNTY or its employees. CONTRACTOR shall carry liability insurance sufficient to cover its obligations under this provision and provide COUNTY with proof of such insurance upon request.

L. Conflict of Interest: COUNTY and CONTRACTOR affirm, to their knowledge, no CONTRACTOR employee has any personal beneficial interest whatsoever in the Entire Agreement described herein. No staff member of CONTRACTOR, compensated either partially or wholly with funds from the Entire Agreement, shall engage in any conduct or activity which would constitute a conflict of interest relative to the Entire Agreement

M. **Insurance:** CONTRACTOR shall carry liability insurance sufficient to cover its obligations under the Entire Agreement, CONTRACTOR shall furnish COUNTY with the entire policy, original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by COUNTY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive CONTRACTOR 'S obligation to provide them. COUNTY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

1. **Minimum Limits of Coverage:** Insurance shall be Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 or equivalent covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal and advertising injury with limits no less than **\$1,000,000** per occurrence with a **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If CONTRACTOR maintains higher limits than the minimums shown above, COUNTY requires and shall be entitled to coverage for the higher limits maintained by CONTRACTOR.
2. **Primary and Non-Contributory:** For any claims related to this contract, CONTRACTOR 'S **insurance coverage shall be primary insurance** as respects COUNTY, its officers, officials, employees, and volunteers. Any insurance of self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR 'S insurance and shall not contribute with it.
3. **Waiver of Subrogation:** CONTRACTOR hereby grants to COUNTY a **waiver of any right to subrogation** which any insurer of said CONTRACTOR may acquire against the Entity by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.
4. **Additional Named:** COUNTY, its officers, officials, employees and volunteers are to be **covered as additional insureds** on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONTRACTOR 'S insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used. **Additional Named status shall be reflected on any certificate of insurance** and/or CONTRACTOR will provide COUNTY with a copy of the appropriate endorsement to the policy reflecting the additional named status.

N. Force Majeure: Neither party shall be liable to perform under the Entire Agreement if such failure arises out of causes beyond control, and without the fault or the negligence of said party. Such causes may include, but are not restricted to, Act of God or the public enemy, fires, floods, epidemics, quarantine restrictions, freight embargoes, and unusually severe weather. In every case, however, a failure to perform must be beyond the control and without the fault or the negligence of said party.

O. Limitation on Payment: Should any payment obligation be incurred by COUNTY as a result of this Agreement, then COUNTY's payment obligation is conditioned upon the availability of funds which are appropriated or allocated for the payment of this obligation. If funds are not allocated and available for the continuance of the services and equipment provided by CONTRACTOR, the Agreement may be terminated by COUNTY at the end of the period for which funds are available. COUNTY shall notify CONTRACTOR at the earliest possible time of the services which will or may be affected by a shortage of funds. At the earliest possible time means at least thirty (30) days before the shortage will affect payment of claims, if COUNTY knows of the shortage at least thirty (30) days in advance. No penalty shall accrue to COUNTY in the event this provision is exercised, and COUNTY shall not be obligated or liable for any future payments due or for any damages as a result of termination under this provision. This provision shall not be interpreted or construed to permit COUNTY to terminate the Entire Agreement in order to acquire similar services from another party.

P. Retention of Records. CONTRACTOR agrees to retain all required records for three (3) years after the COUNTY makes final payment and all other matters relating to the Entire Agreement are concluded. CONTRACTOR agrees to permit access by COUNTY or any of its duly authorized representatives to any books, documents, papers and records of CONTRACTOR which are directly pertinent to this Agreement for purposes including but not limited to audit, examination, excerpts, and transcriptions. It is agreed that finished or unfinished documents, date or reports, prepared by CONTRACTOR under this contract shall be considered the property of COUNTY and upon completion of the services to be performed, or upon termination of this Agreement for cause, or for convenience of COUNTY, will be turned over to COUNTY.

Q. Termination: The Entire Agreement may be terminated (a) by either party at any time for failure of the other party to comply with the terms and conditions of the Entire Agreement; (b) by either party, with thirty (30) days' prior written notice to the other party; or (c) upon mutual written agreement by both parties.

R. Notices: All notices required and permitted under the Entire Agreement shall be deemed to have been given, if and when deposited in the U.S. Mail, properly stamped and addressed to the party for whom intended at such parties' address listed herein, or when personally delivered personally to such party. A party may change its address for notice hereunder by giving written notice to the other party.

S. Agreement Controls: Where a conflict exists or arises between any provision or condition of the Addendum and the Agreement, the provisions and conditions set forth in the Addendum shall control.

T. Compliance with Law: The parties agree that they shall comply with all applicable laws, regulations and ordinances, whether Federal, State or Local.

A. Assertion of Agency, Personal Guarantee: By signing below, for CONTRACTOR, the individual (hereinafter "signor") asserts they have authority to bind CONTRACTOR to this agreement and that the asserted entity is not defunct or dissolved. If the Company for CONTRACTOR is a "dba" or trade name, and not recognized by a State as a legally independent entity, then signor (and/or responsible corporate entity) also unconditionally personally guarantees the prompt, full, and complete performance of all responsibilities and duties owed by the CONTRACTOR to the COUNTY under this agreement and further agrees to be jointly and severally liable for any damages, including attorney's fees and other legal costs and expenses, caused to the COUNTY by any breach of this agreement.

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ADDENDUM TO CLIENT SERVICES AGREEMENT
between
Laramie County, Wyoming Government and Novo Connection Analytics, LLC.

Signature Page

LARAMIE COUNTY, WYOMING GOVERNMENT

By: _____ Date _____
Laramie County Commissioners

ATTEST:

By: _____ Date _____
Debra Lee, Laramie County Clerk

CONTRACTOR: NOVO CONNECTION ANALYTICS, LLC.

By:  _____ Date 07/13/2026
Name (printed): Michael E. Poelman
Title: President

This Addendum is effective the date of the last signature affixed to this page.

REVIEWED AND APPROVED AS TO FORM ONLY

By:  _____ Date 7/14/26
Laramie County Attorney's Office

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT along with Schedule 1 and any Addendum attached hereto ("**Agreement**") is made and entered into as of July 1, 2026 ("**Effective Date**") by and between Laramie County ("**Client**") and Novo Connection Analytics, LLC ("**Novo**") a Texas Limited Liability Company. Client and Novo may be referred to hereafter as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, Novo is an entity experienced in Prescription Care Management services and has contracted to further provide the Services and has agreed to make the Services available to Client;

WHEREAS, Client is an employer and plan sponsor of a self-funded employee benefit plan ("**Plan**") on behalf of its employees and their dependents ("**Plan Participant**") and desires to participate in the Data Analytics Services, and/or Prescription Care Management Services Program ("**Program**") and/or PGx testing services and/or Medical Tourism Services (all together as "**Services**");

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto agree as follows:

AGREEMENT

1. DATA ANALYTICS SERVICES.

- A. Novo will consume medical and pharmacy eligibility and claim data provided, perform analytics on the data to provide insights and recommendations for Third Party Administrator ("**TPA**") and Pharmacy Benefit Management ("**PBM**") selection and placement as well as various high-dollar claim mitigation solutions. Novo will provide ongoing claims review to ensure integrity with respect to selected program vendor contracts and performance guarantees.
- B. Client agrees to provide the necessary data for analytic consumption and/or agrees to authorize the selected PBM to provide ongoing claim data.
- C. Novo shall provide ongoing reporting to validate claim data and ensure integrity of selected services.
- D. Data Analytics Services may share claim and eligibility files with up to 3 vendors at the clients direction.

2. COST FOR DATA ANALYTICS SERVICES.

- A. See the Schedule or Renewal Schedule of Fees for any costs associated with data analytics services.

- B. Any balance owed by the Client under this Agreement that is not paid within forty-five (45) days following the due date on the invoice shall be deemed late. Interest on any late payment shall accrue as of the date of the original invoice at the rate of (a) 1½ percent per month, or (b) the maximum interest rate permitted by applicable law, whichever is lower. Novo shall have the right to suspend its obligations under this Agreement until late payments are received in full, and Novo shall have the right to terminate Client's participation in Novo's Data Analytics Services, in the event any balance owed by Client is more than sixty (60) days late. Monies owed will continue to accrue interest for the remainder of the term of this Agreement.

3. MAINTENANCE SERVICES.

- A. **Scheduled Maintenance.** Novo shall where practicable give to the Client prior written notice of scheduled maintenance services that are likely to affect the availability of the platform or are likely to have a material negative impact upon the platform, without prejudice to Novo's other notice obligations under this main body of this Agreement.
- B. **Unscheduled Maintenance.** From time to time it may be necessary for Novo to provide unscheduled maintenance of the platform. If the unscheduled maintenance will not allow Client to access the platform for a period in excess of four (4) hours, Novo will endeavor to notify client of the unscheduled maintenance.
- C. **Disruption of Service.** A disruption in service caused directly or indirectly by any of the following shall not be considered a breach of this Agreement:
1. a Force Majeure Event;
 2. a fault or failure of the internet or any public telecommunications network;
 3. a fault or failure of the Client's computer systems or networks;
 4. any breach by the Client of this Agreement; or
 5. scheduled maintenance carried out in accordance with this Agreement.

4. FORMULARY AND REBATE MANAGEMENT

THE FOLLOWING APPLIES ONLY FOR SPONSORS THAT RECEIVE FORMULARY AND REBATE ADMINISTRATIVE SERVICES FROM NOVO

- A. Develop and implement Formulary management and clinical programs designed to optimize Formulary compliance by Eligible Persons.
- B. Submit Qualified Claims to Rebate intermediaries and pharmaceutical manufacturers on a monthly basis to obtain Rebates.
- C. Process Rebate Payments from Rebate intermediaries and/or pharmaceutical manufacturers and distribute payments to Client on a quarterly basis, generally within thirty (30) days following quarter end in accordance with the terms of this Agreement.

- D. Provide mutually agreed upon Rebate reporting.

CLIENT DATA AND PRIVACY.

- A. **Use of Platforms.** Unless it receives Novo's prior written consent, Client: (a) will not access, process, or otherwise use data other than as necessary to utilize the platform; and (b) will not intentionally grant any third party access to the platform, including without limitation Client's other customers, except subcontractors that are subject to a reasonable nondisclosure agreement.
- B. **Risk of Exposure.** Client recognizes and agrees that hosting data online involves risks of unauthorized disclosure or exposure and that, in accessing and using the System, Client assumes such risks. Novo offers no representation, warranty, or guarantee that Client Data will not be exposed or disclosed through errors or the actions of third parties.
- C. **Data Accuracy.** Novo will have no responsibility or liability for the accuracy of data uploaded to the System by Client, including without limitation Client Data and any other data uploaded by users.
- D. **Aggregate & Anonymized Data.** Notwithstanding the provisions above of this Article, Novo may use, reproduce, sell, publicize, or otherwise utilize Aggregate Data in any way, in its sole discretion. ("Aggregate Data" refers to Client Data with the following removed: personally identifiable information and the names and addresses of Client and any of its users or Members).

5. REPRESENTATIONS AND WARRANTIES.

- A. **From Novo.** Novo represents and warrants that it is the owner of the System and of each and every component thereof, or the recipient of a valid license thereto, and that it has and will maintain the full power and authority to grant the rights granted in this Agreement without the further consent of any third party. Novo's representations and warranties in the preceding sentence do not apply to use of the System in combination with hardware or software not provided by Novo. In the event of a breach of the warranty in this Section, Novo, at its own expense, will promptly take the following actions: (a) secure for Client the right to continue using the System; (b) replace or modify the System to make it noninfringing; or (c) terminate the infringing features of the Service and refund to Client any prepaid fees for such features, in proportion to the portion of the Term left after such termination. In conjunction with Client's right to terminate for breach where applicable, the preceding sentence states Novo's sole obligation and liability, and Client's sole remedy, for breach of the warranty in this Section and for potential or actual intellectual property infringement by the System.
- B. **From Client.** Client represents and warrants that: (a) it has the full right and authority to enter into, execute, and perform its obligations under this Agreement and that no pending or threatened claim or litigation known to it would have a material adverse impact on its ability to perform as required by this Agreement; (b) it has accurately identified itself and it has not provided any inaccurate information about itself to or through the System; and (c) it is a corporation, the sole proprietorship of an individual 18 years or older, or another entity authorized to do business pursuant to applicable law.

C. **Warranty Disclaimers.** Except to the extent explicitly set forth in this Agreement, CLIENT ACCEPTS THE SYSTEM "AS IS" AND AS AVAILABLE, WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING: (a) NOVO HAS NO OBLIGATION TO INDEMNIFY OR DEFEND CLIENT OR USERS AGAINST CLAIMS RELATED TO INFRINGEMENT OF INTELLECTUAL PROPERTY; (b) NOVO DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM WILL PERFORM WITHOUT INTERRUPTION OR ERROR; AND (c) NOVO DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM IS SECURE FROM HACKING OR OTHER UNAUTHORIZED INTRUSION OR THAT CLIENT DATA WILL REMAIN PRIVATE OR SECURE

6. **TERM.**

The term ("Term") of this Agreement shall be for twelve months (12) and it shall automatically renew thereafter, unless either Party notifies the other Party in writing within sixty (60) days of the end of the current Term of its intent to terminate.

7. **INDEMNIFICATION.**

A. In the event any action is instituted seeking relief from Client, Novo agrees to indemnify, defend (with counsel selected by Client) and hold harmless Client and Client's directors, officers, agents, employees, attorneys, successors and assigns from and against any and all liabilities, losses, causes of action, claims, damages, costs, liens, fines, penalties, and expenses (including reasonable attorneys', experts', and consultants' fees and expenses) directly or indirectly arising out of or in any way connected with the performance of this Agreement that result from any error, omission, negligence (whether active or passive), or willful misconduct of Novo, Novo's agents, or Novo representatives. This indemnification applies to the fullest extent permitted by law and survives the expiration or termination of this Agreement. This indemnification does not reduce or affect other rights or obligations which would otherwise exist in favor of the indemnified party.

B. In the event any action is instituted seeking relief from Novo, Client agrees to indemnify, defend (with counsel selected by Novo) and hold harmless Novo and Novo's directors, officers, agents, employees, attorneys, successors and assigns from and against any and all liabilities, losses, causes of action, claims, damages, costs, liens, fines, penalties, and expenses (including reasonable attorneys', experts', and consultants' fees and expenses) directly or indirectly arising out of or in any way connected with the performance of this Agreement that result from any error, omission, negligence (whether active or passive), or willful misconduct of Client, Client's agents, or Client's representatives. This indemnification applies to the fullest extent permitted by law and survives the expiration or termination of this Agreement. This indemnification does not reduce or affect other rights or obligations which would otherwise exist in favor of the indemnified party.

8. LIMIT OF LIABILITY.

A. NO PARTY SHALL BE LIABLE TO ANY OF THE OTHER PARTIES FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR ECONOMIC LOSS, LOST PROFITS, LOSS OF REPUTATION OR LOST OPPORTUNITIES RESULTING FROM A CLAIM, DAMAGE OR LOSS OR OTHERWISE ARISING FROM THIS AGREEMENT, EVEN IF THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS AND/OR SUCH DAMAGES.

B. EACH PARTY'S TOTAL AGGREGATE LIABILITY TO ANY OTHER PARTY UNDER THIS AGREEMENT, WHETHER IN CONTRACT, QUASI-CONTRACT, TORT OR OTHERWISE, RESULTING FROM DIRECT CLAIMS OR OTHERWISE UNDER THIS AGREEMENT, SHALL NOT EXCEED THE GREATER OF TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) OR THE FEES PAYABLE BY CLIENT UNDER THIS AGREEMENT DURING THE 12-MONTH PERIOD IMMEDIATELY PRECEDING THE OCCURRENCE GIVING RISE TO THE LOSS OR DAMAGE.

9. DISPUTE RESOLUTION.

A. Disputes arising out of or relating to this Agreement, other agreements between the Parties, or any other relationship involving Client and Novo (whether occurring prior to, as part of, or after the signing of this Agreement) shall first be resolved by good faith negotiations between the Parties. The negotiations shall be conducted between representatives of each Party's senior management team. If either Party determines that the dispute cannot be resolved through informal negotiation, then the dispute shall be submitted to non-binding mediation. If the dispute is not resolved through mediation, it shall be resolved by final and binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association, or other arbitration procedures as agreed to in writing by the Parties. Negotiation, mediation, and arbitration shall be the exclusive means of dispute resolution between Client and Novo and their respective agents, employees and officers. All negotiations, mediations, and arbitrations shall be conducted in the County of Washoe, Nevada.

B. Arbitration shall be before a single arbitrator in the County of Washoe, Nevada. Either Party may apply to the arbitrator seeking injunctive relief until the arbitration award is rendered or the controversy is otherwise resolved. Either Party also may, without waiving any remedy under this Agreement, seek from any court having jurisdiction any interim or provisional relief that is necessary to protect the rights or property of that Party, pending the establishment of the arbitral tribunal (or pending the arbitral tribunal's determination of the merits of the controversy).

C. The Arbitrator shall apply the Federal Arbitration Act and Nevada substantive law in any proceeding conducted pursuant to this Agreement. The Arbitrator shall have no authority to award punitive or other damages not measured by the prevailing Party's actual damages. The prevailing Party shall be entitled to an award of reasonable attorneys' fees. A judgment of any court having jurisdiction may be entered upon the award made pursuant to the arbitration.

10. TERMINATION.

A. Either Party may terminate this Agreement with 60 days' notice upon the occurrence of any of the following events:

1. The dissolution or insolvency of either Party;
2. The filing of a bankruptcy petition by or against either Party (if the petition is not dismissed within 60 days in the case of an involuntary bankruptcy petition); or
3. If the application of any law, rule, regulation, or court or administrative decision prohibits the continuation of this Agreement or would cause a penalty to either Party if the Agreement is continued, and if the Agreement cannot be amended to conform to such law, rule, regulation, or court or administrative decision in a manner that would preserve the original intent of the Parties with respect to their rights and duties under this Agreement; or
4. By the non-breaching Party if a material breach of this Agreement is not cured within thirty (30) days following receipt of written notice of the material breach from the non-breaching Party.

11. CONFIDENTIALITY.

A. Each Party shall keep all matters concerning the workings of the other Party completely confidential.

B. Each Party shall maintain the confidentiality of any information received from the other party relating to this Agreement and any other matters covered by this Agreement as confidential. Each Party shall maintain such information in the same manner that the Parties maintain their own confidential information, except where such information at the time of disclosure: (i) is in the public domain or which, after disclosure, becomes part of the public domain by publication or otherwise other than through an unauthorized disclosure by a Party to this Agreement; (ii) is disclosed to persons under the authority of state or federal law having the right of access to such information; or (iii) is disclosed with the consent of each Party.

C. If either Party is required by law to divulge Confidential Customer Information to a legal authority, then said Party shall immediately notify the other Party and take all steps possible to divulge only the portion of Confidential Customer Information necessary to comply with the law compelling the disclosure.

D. The Parties agree to keep and maintain any and all provided customer information, whether personal or medical ("**Confidential Customer Information**"), in strict confidence and not to disclose, disseminate, or divulge, directly or indirectly, the Confidential Customer Information to any third party except as expressly required by law or by this Agreement.

E. Both Parties agree that they will be HIPAA compliant as it pertains to any membership records, eligibility, medical utilization, or any other procedure regarding data as it pertains to HIPAA requirements.

F. No disclosure concerning the details of this Agreement or the transactions contemplated hereby will be made by either Party without the prior written approval of the other, except to their respective representatives who are under an obligation of confidentiality or as may be required by law.

G. Novo shall maintain the privacy and confidentiality of, and shall safeguard against the disclosure of, Client's confidential information. For purposes of this Section 12, Confidential Information means any non-public information relating to Client's business activities, and any individually-identifiable personal, medical, consumer and/or financial data, information and records. If they have not already done so, Novo shall execute a Business Associate Agreement ("BAA") with the Client, the terms of which will govern the use and disclosure of Protected Health Information ("PHI"), as such term is defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Further, if Novo engages subcontractors to assist in the provision Services, the subcontractor will be required to execute a BAA which will govern the subcontractor's use and disclosure of PHI acquired as a result of this Agreement.

H. To the extent that Client gains access to any non-public information relating to the business activities of Novo, Client shall maintain the confidentiality of such information, and shall not disclose it to any third party without the written consent of Novo, as applicable.

I. To the extent such communications do not conflict with Client's privacy policy, Client acknowledges and consents to Novo using any means of communication to contact Client's employees. Examples of communication methods utilized by Novo shall include, but not be limited to: standard mail or delivery, telephone, electronic mail, text message, MMS, instant message, fax, and video messaging.

12. GENERAL.

A. The Agreement, its recitals and all exhibits and amendments attached to the Agreement (incorporated into this Agreement by this reference) contain the entire understanding of the Parties related to the subject matter covered by this Agreement and supersede all prior and collateral statements, presentations, communications, reports, agreements or understandings, if any, related to such matter(s).

B. The obligations of this Agreement, for Novo to perform Services and Client's obligation to pay for such Services, shall survive the expiration or termination of this Agreement.

C. This Agreement is made for the benefit of the Parties and is not intended to confer any third-party benefit or right. The enforcement of any remedy for a breach of this Agreement may only be pursued by the parties to this Agreement.

D. No modification or amendment to this Agreement shall be binding unless in writing and signed by authorized representatives from both Parties. Any waiver or delay by a Party in enforcing this Agreement shall not deprive that Party of the right to take appropriate action at a later time or due to another breach. This Agreement shall be interpreted as if written jointly by the Parties.

E. If any provision of this Agreement is determined to be partially or wholly illegal, invalid or unenforceable shall be severed from this Agreement and replaced by a valid and enforceable provision that most closely expresses the intention of the invalid or unenforceable provision. The severance of any such provision shall not affect the validity of the remaining provisions of this Agreement.

F. No Party shall be liable or deemed to be in default for any delay or failure in performance under this Agreement resulting, directly or indirectly, from acts of God, civil or military authority, acts of public enemy, war, accidents, fires, explosions, earthquakes, floods, power outages, failure of computer systems, machinery or supplies, vandalism, strikes, or other work interruptions, or any similar or other cause beyond the reasonable control of either Party. The affected Party shall make a good faith effort to perform under this Agreement in the event of any such circumstances, and full performance shall resume once the cause of the delay has abated.

G. All notices hereunder shall be in writing and shall be sent to the signatories at the addresses as set forth following their signatures, or to such other individual or address as a Party may later direct. Notices shall be sent via personal delivery, courier service, United States mail (postage pre-paid, return receipt requested), express mail courier, electronic mail, or fax. Notice shall be effective when delivered, or if refused, when delivery is attempted. Notices delivered during non-working hours shall be deemed to be given as of the next business day.

H. This Agreement may be executed in counterparts and by fax signatures and each shall be deemed to be an original.

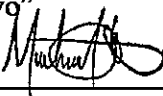
Each person signing this Agreement on behalf of a Party represents and warrants that he or she has the necessary authority to bind such Party and that this Agreement is binding on and enforceable against such Party.

By executing this Agreement and requesting the various services offered by Novo, the Client acknowledges that the terms of the relationship between Novo and Client shall be governed by the terms of this Agreement.

Laramie County
"Client"

By: _____
Print Name: _____
Title: _____
Date: _____

Novo Connection Analytics, LLC
"Novo"

By:  _____
Print Name: Michael E. Poelman
Title: President
Date: 07/02/2026

In addition to Data Analytic services, the following Services have been selected by Client. All selected Services by Client shall be subject to the provisions of this Client Services Agreement and accompanying Addendum.

- ☐ Prescription Care Management
- ☐ PGx Services
- ☐ Medical Tourism Services
- ☒ International Rx Services

SCHEDULE 1

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement, dated as of July 1, 2026 ("BA Agreement"), supplements and is made a part of the Services Agreement (as defined below) by and between Laramie County ("Covered Entity") and Novo Connection Analytics, LLC ("Business Associate"). Covered Entity and Business Associate may be referred to herein collectively as the "Parties" or individually as "Party".

WHEREAS, Covered Entity and Business Associate are parties to the Services Agreement pursuant to which Business Associate provides certain services to Covered Entity. In connection with Business Associate's services, Business Associate creates, receives, maintains or transmits Protected Health Information from or on behalf of Covered Entity, which information is subject to protection under the Federal Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Title XIII of the American Recovery and Reinvestment Act of 2009 (the "HITECH Act"), and related regulations promulgated by the Secretary ("HIPAA Regulations"); and

WHEREAS, Business Associate qualifies as a "business associate" (as defined by the HIPAA Regulations) of its clients, which means that Business Associate has certain responsibilities with respect to the Protected Health Information of its clients; and

WHEREAS, in light of the foregoing and the requirements of HIPAA, the HITECH Act, and HIPAA Regulations, Business Associate and Covered Entity agree to be bound by the following terms and conditions.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree in this BA Agreement as follows:

1. Definitions.

(a) General. Terms used, but not otherwise defined, in this BA Agreement shall have the same meaning given to those terms by HIPAA, the HITECH Act and HIPAA Regulations as in effect or as amended from time to time.

(b) Specific.

(i) Breach. "Breach" shall have the same meaning as the term "breach" in 45 CFR § 164.402.

(ii) Electronic Health Record. "Electronic Health Record" shall have the same meaning as the term "electronic health record" in the HITECH Act, Section 13400(5).

(iii) Electronic Protected Health Information. "Electronic Protected Health Information" shall have the same meaning as the term "electronic protected health information" in 45 CFR § 160.103, limited to the information that Business Associate creates, receives, maintains, or transmits from or on behalf of Covered Entity.

(iv) Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).

(v) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164.

(vi) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(vii) Qualified Service Organization Agreement. "Qualified Service Organization Agreement" shall have the same meaning as defined in 42 CFR 2.12(c)(4).

(viii) Required By Law. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

(ix) Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(x) Security Rule. "Security Rule" shall mean the Security Standards at 45 Part 160 and Part 164.

(xi) Services Agreement. "Services Agreement" shall mean any present or future agreements, either written or oral, between Covered Entity and Business Associate under which Business Associate provides services to Covered Entity which involve the use or disclosure of Protected Health Information. The Services Agreement is amended by and incorporates the terms of this BA Agreement.

(xii) Subcontractor. "Subcontractor" shall have the same meaning as the term "subcontractor" in 45 CFR § 160.103.

(xiii) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in 45 CFR § 164.402.

2. Obligations and Activities of Business Associate.

(a) Use and Disclosure. Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by the Services Agreement, this BA Agreement or as Required By Law. Business Associate shall comply with the provisions of this BA Agreement relating to privacy and security of Protected Health Information and all present and future provisions of HIPAA, the HITECH Act and HIPAA Regulations that relate to the privacy and security of Protected Health Information and that are applicable to Covered Entity and/or Business Associate. Without limiting the foregoing, to the extent the Business Associate will carry out one or more of the Covered Entity's obligations under the Privacy Rule, Business Associate shall comply with the requirements of the Privacy Rule that apply to the Covered Entity in the performance of such obligations.

(b) Qualified Service Organization. Business Associate acknowledges that it may also be a Qualified Service Organization as defined in 42 CFR 2.11 and as such: (i) acknowledges that, to the extent it receives, stores, processes or otherwise deals with any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, it is fully bound by the regulations in 42 CFR Part 2; and (ii) if necessary, will resist in judicial proceedings any efforts to obtain access to any information, whether recorded or not, relating to a patient received or acquired by a federally assisted alcohol or drug program, except as permitted by 42 CFR Part 2.

(c) Appropriate Safeguards. Business Associate agrees to use appropriate safeguards and comply, where applicable, with the Security Rule to prevent the use or disclosure of the Protected Health Information other than as provided for by this BA Agreement. Without limiting the generality of the foregoing sentence, Business Associate will:

(i) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of Electronic Protected Health Information as required by the Security Rule; and

(ii) Ensure that any Subcontractor to whom Business Associate provides Electronic Protected Health Information agrees in writing to implement reasonable and appropriate safeguards and comply, where applicable, with the Security Rule to protect Electronic Protected Health Information and comply with the other requirements of Section 2(a) above.

(d) Reporting. Business Associate agrees to promptly report to Covered Entity any of the following:

(i) Any use or disclosure of Protected Health Information not permitted by this BA Agreement of which Business Associate becomes aware.

(ii) Any Security Incident of which Business Associate becomes aware.

In addition, Business Associate agrees to notify Covered Entity without unreasonable delay and in no event more than thirty (30) days following the discovery of a Breach of Unsecured Protected Health Information. A Breach is considered "discovered" as of the first day on which the Breach is known, or reasonably should have been known, to Business Associate or any employee, officer or agent of Business Associate, other than the individual committing the Breach. Any notice of a Security Incident or Breach of Unsecured Protected Health Information shall include the identification of each Individual whose Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired or disclosed during such Security Incident or Breach as well as any other relevant information regarding the Security Incident or Breach. Any such notice shall be directed to Covered Entity as set forth in the Services Agreement.

(e) Mitigation. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate or its employees, officers, Subcontractors or agents in violation of the requirements of this BA Agreement (including, without limitation, any Security Incident or Breach of Unsecured Protected Health Information).

(f) Subcontractors. Business Associate shall ensure that any Subcontractor to whom Business Associate provides Protected Health Information received from, or created, maintained, received or transmitted by, Business Associate on behalf of Covered Entity agrees in writing to the same restrictions and conditions that apply through this BA Agreement to Business Associate with respect to such information.

(g) Access to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity to Protected Health Information in a Designated Record Set, to Covered Entity in order to meet the requirements under HIPAA Regulations. If an Individual makes a request for access to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(h) Amendments to Designated Record Sets. To the extent that Business Associate possesses or maintains Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to HIPAA Regulations at the request of Covered Entity or an Individual. If an Individual makes a request for an amendment to Protected Health Information directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

(i) Access to Books and Records. Business Associate agrees to make its internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(j) Accountings. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act.

(k) Requests for Accountings. Business Associate agrees to provide to Covered Entity, within thirty (30) days of a request by Covered Entity, information collected in accordance with Section 2(j) of this BA Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with HIPAA, HIPAA Regulations and the HITECH Act. If an Individual makes a request for an accounting directly to Business Associate, Business Associate shall notify Covered Entity of the request within three (3) business days of such request and will cooperate with Covered Entity and allow Covered Entity to send the response to the Individual.

3. Permitted Uses and Disclosures by Business Associate.

(a) Services Agreement. Except as otherwise limited in this BA Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or

services for, or on behalf of, Covered Entity as specified in the Services Agreement, provided that such use or disclosure would not violate HIPAA, HIPAA Regulations or the HITECH Act if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

(b) Use for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Disclosure for Administration of Business Associate. Except as otherwise limited in this BA Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that (i) disclosures are Required by Law, or (ii) Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

4. Permissible Requests by Covered Entity. Except as set forth in Section 3 of this BA Agreement, Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

5. Term and Termination.

(a) Term. This BA Agreement shall be effective as of the date of this BA Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created, received or maintained by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) Termination for Cause. Upon either Party's knowledge of a material breach by the other Party of the terms of this BA Agreement, the non-breaching Party shall either:

(i) Provide an opportunity for the other Party to cure the breach or end the violation. If such Party does not cure the breach or end the violation within thirty (30) days, the non-breaching Party shall terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as the non-breaching Party designates in its sole discretion; or

(ii) Notwithstanding anything contained in the Services Agreement to the contrary, if the other Party has breached a material term of this BA Agreement and cure is not possible, immediately terminate: (A) this BA Agreement; (B) all of the provisions of the Services Agreement that involve the use or disclosure of Protected Health Information; and (C) such other provisions, if any, of the Services Agreement as the non-breaching Party designates in its sole discretion.

(c) Effect of Termination.

(i) Except as provided in Section 5(c)(ii), upon termination of this BA Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of Subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(ii) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Business Associate shall extend the protections of this BA Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

6. Obligations of Covered Entity.

(a) Privacy Notice. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Changes of Permission of Individual. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Restrictions on Use or Disclosure. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

7. Coordination of Business Associate and Covered Entity.

(a) Investigation. The Parties shall reasonably cooperate and coordinate with each other in the investigation of any violation of the requirements of this BA Agreement and/or any Security Incident or Breach.

(b) Reports and Notices. The Parties shall reasonably cooperate and coordinate with each other in the preparation of any reports or notices to the Individual, a regulatory body or any third party required to be made under HIPAA, HIPAA Regulations, the HITECH Act, or any other Federal or State laws, rules or regulations.

8. Miscellaneous.

(a) Regulatory References. A reference in this BA Agreement to a section in HIPAA, HIPAA Regulations, or the HITECH Act means the section as in effect or as amended or modified

from time to time, including any corresponding provisions of subsequent superseding laws or regulations.

(b) Amendment. The Parties agree to take such action as is necessary to amend the Services Agreement and/or this BA Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the HIPAA Regulations and the HITECH Act.

(c) Survival. The rights and obligations of Business Associate under Sections 5(c) and the Parties under Section 7 and this Section 8 of this BA Agreement shall survive the termination of the Services Agreement and this BA Agreement.

(d) Interpretation. Any ambiguity in this BA Agreement shall be resolved to permit both Parties to comply with HIPAA, HIPAA Regulations and the HITECH Act.

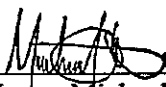
(e) Miscellaneous. The terms of this BA Agreement are hereby incorporated into the Services Agreement. Except as otherwise set forth in Section 8(d) of this BA Agreement, in the event of a conflict between the terms of this BA Agreement and the terms of the Services Agreement, the terms of this BA Agreement shall prevail. The terms of the Services Agreement which are not modified by this BA Agreement shall remain in full force and effect in accordance with the terms thereof. This BA Agreement shall be governed by, and construed in accordance with, the state where the Business Associate is located, exclusive of conflict of law rules. Each Party hereby agrees and consents that any legal action or proceeding with respect to this BA Agreement shall only be brought in the courts of the state where the Business Associate is located in the county where the Business Associate is located. The Services Agreement together with this BA Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein, and this BA Agreement supersedes and replaces any former business associate agreement or addendum entered into by the Parties. This BA Agreement may be executed in counterparts, each of which when taken together shall constitute one original. Any PDF or facsimile signatures to this BA Agreement shall be deemed original signatures to this BA Agreement. No amendments or modifications to the BA Agreement shall be effective unless agreed upon by both Parties in writing.

IN WITNESS WHEREOF, the Parties have executed this BA Agreement as of the date set forth above.

Laramie County

Novo Connection Analytics, LLC

By: _____
Name:
Title:

By:  _____
Name: Michael E. Poelman
Title: President

ADDENDUM FOR INTERNATIONAL RX SERVICES

1. Scope of International Rx Services

- A. Novo through a vendor partner shall facilitate the International Rx Network to import brand name prescription drugs to be shipped directly to Plan Participant homes at a reduced cost over other Plan prescription fulfillment options, achieving lowest net cost to both Plan and Member. Plan Participants, who are residents of the United States ("US"), can voluntarily participate in the International Rx Network. Novo, through its vendor partner, shall make its reasonable best efforts to:
 - a. Develop with Client an evolving formulary of various pharmaceuticals that will provide the most competitive pricing and that is mutually agreeable to Client and Novo.
 - b. Arrange for the supply of those pharmaceuticals to Plan Participants with a valid prescription from their US attending physician.
- B. Each supply of Pharmaceuticals through the International Rx Network to Plan Participants shall be a separate and distinct tripartite contract between the dispensing pharmacy, the duly licensed pharmacist, and the Plan Participant.
- C. The listed pharmaceutical price in US dollars may occasionally be increased or decreased to reflect the following:
 - a. Global currency fluctuations;
 - b. Price increases or decreases by the manufacturer and/or distributor for the cost of the pharmaceutical(s).

2. Client's Obligations for International Rx Services

- A. Client agrees to offer Plan Participants the opportunity to voluntarily participate in the International Rx Network and afford them the opportunity of acquiring certain prescription drugs at the lowest net cost. Client acknowledges Novo through itself or its vendor, may be required to directly contact and communicate with Plan Participants to acquire data in order to perform Services.
- B. Client through itself or its designee when requested by Novo, agrees to provide confirmation of authorized eligibility and/or participation for any Plan Participant seeking to fulfill prescription drug(s) through the International Rx Network.

3. Payment for International Rx Services

- A. In order to integrate the International Rx Network within the Plan and facilitate the payment of claims thereof, Client agrees to pay and fund all claims via medEcash, a cash-pay solution. Client agrees to utilize this cash-pay system to facilitate the payment of pharmaceuticals purchased through the International Rx network whereby claims and Plan costs may be integrated with all other Plan costs managed by Client's TPA. Client understands that in order for claims to be integrated within the Plan, the medEcash platform must be utilized for claims payment and Client will work with Novo regarding necessary implementation processes, which support will not be unreasonably withheld.

- B. The payment of claims for pharmaceuticals purchased through the International Rx Network on behalf of its Plan Participants will ultimately be the responsibility of Client. Novo is not responsible for the payment of claims.

NOVO CONNECTION ANALYTICS, LLC CLIENT SERVICES AGREEMENT
SCHEDULE OF DATA ANALYTICS FEES

Client Name: Laramie County

The services that Laramie County ("Client") has selected and Novo Connection Analytics, LLC ("Novo") has agreed to provide are set forth in the Client Services Agreement, along with any amendments and this Schedule of Fees, which together form the Agreement between the Parties. This Schedule is made and entered into as of July 1, 2026 by and between Client and Novo.

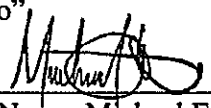
From the Schedule Effective Date, Novo shall be entitled to a fee of \$1.63 per employee per month for data analytics services.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement by their officers thereunto duly authorized on the date and year first above written.

Laramie County
"Client"

By: _____
Print Name: _____
Title: _____
Date: _____

Novo Connection Analytics, LLC
"Novo"

By:  _____
Print Name: Michael E. Poelman
Title: President
Date: 07/02/2026