

## **TERMS APPLICABLE TO PARAGON AMBULATORY CARE PRACTICE MANAGEMENT SOFTWARE**

These terms apply to the Paragon Ambulatory Care Practice Management Software outlined in the Client Order, Delivery Order and/or Amendment. In the event of a conflict between the terms outlined below and these Paragon Ambulatory Care Practice Management Software Terms, the Paragon Ambulatory Care Practice Management Software Terms shall control over the conflicting provisions of the Agreement.

a) **Defined Terms.**

- i. **Affiliated Provider** means a Provider not employed by Customer, but who either has admitting privileges at a Customer Facility, or who is authorized to perform services at a Customer Facility.
- ii. **Full Time Provider** is a provider working 20 hours a week or greater.
- iii. **Part Time Provider** is a Provider working less than 20 hours a week or a doctor in residency training.
- iv. **Provider.** means specially trained and licensed personnel (e.g., medical doctor, doctor of osteopathy, physician assistant, physical therapist, dietician, and advanced registered nurse practitioner) directly billing for patient care services either (a) under his or her name (b) the name of the practice, or (c) under the name of a supervisory Provider.

b) **Provider Based Licensing Model.** Client acknowledges that Paragon Ambulatory Software is licensed and the associated Software Maintenance Services are provided on the basis of the number of Full-time Providers and Part-time Providers. Client must purchase a license to Paragon Ambulatory Software for each Full-time Provider and Part-time Provider (a) who use the Paragon Practice Management Software or (b) for whom Permitted Users (including but not limited to billing, coding, and scheduling staff) use Paragon Ambulatory Care Practice Management Software to support a Provider. The number of Full-time Providers and Part-time Providers licensed to use the Paragon Ambulatory Care Practice Management Software under this Addendum.

d) **Professional Services.** If Implementation Services for Paragon Ambulatory Care Practice Management are included in this Addendum, Client acknowledges that for such Implementation Services (a) Altera will only implement Paragon Ambulatory Care Practice Management Software at a single Client Paragon database and perform an associated Paragon Ambulatory Care Practice Management training session at a single Customer site for up to 12 of Customer's Permitted Users using a super user approach, and (b) Client is responsible for completing final implementation of Paragon Ambulatory Care Practice Management Software at Client's ultimate points of use.

e) **Affiliated Providers.** Client may make the Paragon Ambulatory Software available to Affiliated Providers in compliance with 45 C.F.R. Part 1001 (Safe Harbor for Certain Electronic Prescribing and Electronic health Records Arrangements, under the Anti-kickback Statute) and 42 C.F.R. Part 411, and other applicable regulatory requirements.

e) **Additional Client Responsibilities.** acknowledges that use of Paragon Software requires Customer to obtain desktop licenses for Microsoft® Word software from a Microsoft® authorized third party source.