

## **PARAGON EPCS & PRESCRIPTION HISTORY SUBSCRIPTION SERVICE**

**License Grant.** Subject to the terms of this Contract Supplement, Altera hereby grants to Customer, and Customer accepts, a limited, nonexclusive, non-transferable, non-sublicensable license to access and use the EPCS Subscription Services at the Facilities identified in this Order during the applicable term for such EPCS Subscription Services. Unless otherwise set forth in this Contract Supplement, EPCS Subscription Services may be used by Permitted Users located in the United States in conjunction with Altera Software at the Facilities identified in this Order, in the inpatient, hospital-based outpatient, and emergency department care settings. Customer may not use the EPCS Subscription Services to provide service bureau or similar services to third parties. Customer's use of the EPCS Subscription Services is subject to the terms of this Exhibit and the applicable Documentation. Altera is required by the applicable vendor to pass-through certain additional terms, which Client agrees to comply with. These terms are outlined below as the "[DRFIRST.COM](#) Terms".

**Customer acknowledgements.** Customer acknowledges and agrees to comply with the Federal Controlled Substances Act, and any other applicable Drug Enforcement Administration laws and regulations and all other laws and regulations applicable to the use of the EPCS Subscription Services, including but not limited to 21 CFR 1311 and the requirements for two-factor authentication under 21 CFR 1311.115. Customer acknowledges and agrees that (1) hard tokens are not provided as part of the EPCS Subscription Services, and (2) If one factor is a hard token, it must be separate from the computer to which it is gaining access and must meet at least the criteria of FIPS 140-2 Security Level 1, as incorporated by reference in §1311.08, for cryptographic modules or one-time-password devices.

**Data Rights.** Notwithstanding anything to the contrary in any Business Associate Agreement between the parties or elsewhere in this Contract Supplement, Customer authorizes Altera to (a) de-identify PHI in accordance with 45 C.F.R. 164.514(b) or (b) perform Data Aggregation (as defined in those regulations relating to the privacy of protected health information at 45 C.F.R. parts 160 and 164, as may be amended from time to time), both for statistical compilations, reports, research and all other purposes allowed under applicable laws. Altera acknowledges and agrees that between Customer and Altera, Altera makes no claim of ownership of the PHI and Altera retains use rights as set forth in this Section.

## DRFIRST.COM, INC. TERMS

Certain software licensed by Altera may allow Customer to access E-Prescribing Services to route prescriptions, access prescription history, and access benefits information. The E-Prescribing Services incorporate technologies and services provided from [DrFirst.com](#), Inc. ("DrFirst").

The following terms are required by DrFirst for Customer to use the E-Prescribing Services. Therefore, Customer agrees as follows:

1. Customer represents that Customer will only use the [DrFirst.com](#), Inc. ("DrFirst") system as a properly credentialed, licensed medical professional or under the specific direction of a properly credentialed licensed medical professional.
2. Customer agrees not to use the DrFirst system to: (a) violate any local, state, national or international law including any applicable privacy or patient consent laws; (b) access any DrFirst subscription account other than their own; or (c) impersonate any person or entity, or otherwise misrepresent their affiliation with a person or entity. Customer will only use or allow for use of data access through the network in accordance with this agreement.
3. Customer agrees not to violate (a) any intellectual property rights in the DrFirst system; (b) the confidentiality of any privacy rights or personal data used in connection with the DrFirst system; or (c) the confidentiality or proper use of any technical data relating to the DrFirst system.
4. Customer understands that despite the best efforts of the DrFirst system to provide accurate patient medical history information, the information is provided "as is" and that Customer understands that whenever possible and practical patient medical history should be independently verified.
5. Other than in the course of treatment for a patient, Customer shall not provide the medication history information to any other person or entity for any reason whatsoever, or use the medication history information for any other purpose.
6. Customer understands that pharmacies may be added or deleted at any time from the third party data network.
7. Customer shall not, and shall not enable any third party to, use the DrFirst network except as set forth in this Contract Supplement.
8. DrFirst may terminate or immediately require termination of use of the DrFirst network by Customer or specific Customer end users if (i) the end user is not authorized to issue prescription orders; or (ii) if Customer or an end-user's acts in a manner that would constitute a material breach of this Contract Supplement.
9. DrFirst and DrFirst's contracted third party data provider retain the right to decertify Customer, or end user's software that is utilized under this Agreement at any time by upon a good faith showing that such software is not able to generate and receive compliant transactions or Customer, or a Customer end user is not compliant with the applicable certification terms or any certification documentation.
10. Customer shall be responsible for assuring that any consents, acknowledgements, authorizations, or other approvals or actions required for the release of any patient information to DrFirst and third parties have been obtained related to the services under this Contract Supplement.
11. Customer agrees that it will only use medication history information provided by DrFirst for the purposes of Customer providing direct health care services. Customer acknowledges that the medication history information provided by DrFirst may not be complete or accurate, and DrFirst does not make any representations or warranties with respect to the accuracy or completeness of the medication history information.