

Bamboo Health Specific Terms

Some states require separate registration by the Client or its' Authorized Users. It is Client's sole responsibility to register or cause its' Authorized Users to register. If Client or its Authorized User do not register with the applicable state, Altera is not required and may not be allowed to deliver Service Information.

The following definitions apply to these Bamboo Health Specific Terms.

"Gateway Service" means the Gateway application programming interface (API), which is a data communication service that is owned by Bamboo Health and facilitates the transmission of requests for, and retrieval of, Service Information, for Authorized Users. The Gateway Service includes Third Party Material(s) that Bamboo Health utilizes in connection with providing the Gateway Service.

"PMP" or "PMPs" means one or more state prescription monitoring programs that collect prescription drug dispensing and other information from entities such as pharmacies and permit users who meet applicable state-designated requirements to access such information.

"PMP Data" means information maintained by PMPs, including without limitation, information about controlled substances for individual patients. PMP Data includes all of the information provided by the applicable State, which may include non-traditional PMP data and or information.

"Requirements" means applicable laws and/or rules established, from time to time, by a state related to its PMP including, but not limited to, PMP access or permitted use(s) of PMP Data. "Requirements" may relate to one or more state PMPs, as the context requires.

"Service Information" means data that is input (by anyone other than Altera), transmitted, or output via the Gateway Service or NarxCare, including but not limited to patient data, PMP Data, Analytics Results, Analytics, reports, tools and any other related data and resources provided by Appriss in HTML format.

Access and Use Policies. Client will maintain and enforce policies and procedures to limit access and use of the Service Information as follows:

- (i) Only Client or users of an Altera System who are licensed to prescribe medications (**"Authorized Users"**) may access or use the Service Information;
- (ii) Client may only access or use the Service Information in accordance with the terms and conditions of this Agreement;
- (iii) Authorized Users may only access or use Service Information in accordance with the terms and conditions of this Agreement;
- (iv) Client shall provide proper training to its Authorized Users on accessing and using the Service Information;
- (v) Client shall ensure that Service Information, and its systems used in connection therewith, are accessed and used in a secure manner in accordance with applicable law and the terms of this Agreement; and
- (vi) Copies of said policies and procedures shall be provided upon request of a state or Appriss.

Client may make Service Information available to Authorized Users that, in accordance with the terms of this Agreement:

1. Comply with applicable Requirements;
2. Are validly licensed;
3. Are validly authorized by Client to access PMP Data in accordance with applicable law;
4. Are authorized by their current patient, as applicable, to access or use PMP Data;
5. Access or use PMP Data for health care decision-making related to such patient, in accordance with applicable law; and
6. Properly authenticate to the applicable PMP, as required, when seeking to query one or more state's PMPs.

Credentialing and Validation. Client shall ensure that its credentialing and identity validation processes adhere to all applicable state and federal laws and rules and Requirements for credentialing and validation of the pharmacists or health care practitioners, their delegates, and entities or users who seek to access or use the Service Information, and employees and contractors who do not provide patient care but who seek to access or use the Gateway Service. If state law prohibits health care practitioners' delegates from accessing the PMP or PMP Data, then the credentialing and identity validation processes of Allscripts Client must prevent delegates from accessing the Service Information.

Responsibility for Use. Client shall be responsible if use of or access to the Service Information is improper or illegal or otherwise does not conform to the terms of this Agreement. Altera and Bamboo Health are not responsible for any access or use of the Service Information by Client, Authorized Users, or any of the Client pharmacists, practitioners, employees, patients, affiliates, agents or contractors, or any state employees, agents, affiliates, or contractors.

Client shall not, either directly or indirectly, itself or through any agents or third party: (a) request, compile, store, maintain or use the Service Information to build or enhance its own database or for any other purpose except to fulfill any applicable legal requirements in connection with a patient medical record or as permitted under this Agreement; or (b) copy or otherwise reproduce the Service Information