

Paragon® CarePath Specific Terms Addendum

1. Paragon CarePath, offered through Paragon Denali, is a patient portal that patients of the Client can utilize to, among other things: view diagnostic reports and visit summaries; send and receive secure messages with healthcare providers; and receive lab results. Access for Paragon CarePath is detailed in the then-current Documentation for Paragon Denali.

2. **Authorized Users and Patient Access.**

- a. Patients of Client that are authorized by Client to use Paragon CarePath may access the application at the following link: <https://paragoncarepath.com/>. For purposes of this Addendum, “**Authorized Users**” shall have the meaning given in the then-current version of the Altera End-User Agreement (the “**End User Agreement**”) for Paragon CarePath.
- b. Client shall ensure that each Authorized User of Paragon CarePath agrees to, and complies with, the End User Agreement. Client acknowledges that the Authorized Users must “accept” the End User Agreement to access Paragon CarePath.
- c. A list of all supported internet browsers for use of Paragon CarePath is provided in the then-current Documentation for Paragon Denali. Client acknowledges that Altera is not responsible for any errors or problems with an Authorized User’s use of Paragon CarePath due to an Authorized User accessing Paragon CarePath on an unsupported browser.

3. **Terms of Use and Privacy Policy.**

- a. Paragon CarePath allows Client to display Client’s privacy policy and/or notice and/or Client’s notice of privacy practices (the “**Client Privacy Policy**”) that informs users/patients of Paragon CarePath of Client’s information use, processing, collection, disclosure, management, and security practices regarding Paragon CarePath. The Paragon Denali Documentation provides instruction to configure Paragon CarePath for inclusion of the Client Privacy Policy.
- b. Paragon CarePath allows Client to display the terms of service (the “**Consumer/Patient Terms of Service**”), that inform users/patients of their responsibilities for proper use of Paragon CarePath. Altera requires Client to place its Consumer/Patient Terms of Services on Client’s Paragon CarePath access site. All registered consumer/patient users of the Paragon CarePath will be required to read and accept such Consumer/Patient Terms of Service. The Paragon Denali Documentation provides instruction to configure Paragon CarePath for inclusion of the Consumer/Patient Terms of Service. Client shall also comply with the Consumer/Patient Terms of Service and not take any action prohibited by users in the Consumer/Patient Terms of Service.

4. **Required Terms for Consumer/Patient Terms of Service.** Client shall include the following terms in its Consumer/Patient Terms of Service.

- a. Paragon CarePath is provided to you for your personal use only and to provide information, education, and communication. Emergency or urgent situations requiring immediate attention should not be submitted electronically through use of Paragon CarePath, but users should instead call the patient’s doctor, immediately go to the nearest Emergency Department or call 911.
- b. You understand and agree that the use of Paragon CarePath is entirely at your own discretion and neither Client nor Altera will be liable for use of Paragon CarePath as provided herein and in the Terms of Use.
- c. You may use Paragon CarePath solely for your own personal, non-commercial use. You may not disassemble, reverse compile or reverse engineer Paragon CarePath or otherwise attempt to obtain or derive the source code or the underlying ideas. You may not alter, modify, enhance or prepare any derivative work from or of Paragon CarePath. You may not copy or reproduce Paragon CarePath.

You may not sublicense, distribute, transfer, sell, rent, lease or lend use of Paragon CarePath. You may not alter or remove any proprietary notices (such as trademarks or logos) in Paragon CarePath. You may not engage in any conduct that has a harmful impact on Paragon CarePath or on other users. All the restrictions listed above are prohibited whether done directly or indirectly by you. You may not cause or permit any party to do any of the prohibited actions listed above.

- d. Although Paragon CarePath displays certain information from a patient's medical record, it does not display all information from a patient's medical record. Paragon CarePath is not intended to be a replica of a patient's medical record. Ask your health care provider for a complete copy of your medical record.
- e. You may not store, possess, or transmit any information in Paragon CarePath, the possession, creation, or transmission of which violates any state, local or federal law or regulation, including without limitation, those laws and/or regulations regarding patient data, Children's Online Privacy Protection Act ("**COPPA**"), stolen materials, obscene materials, or child pornography.
- f. Paragon CarePath is provided on an as-is basis with no representations, warranties or covenants of any kind whatsoever and you assume all risk of loss in using the App. Neither Client nor its Licensors shall have any responsibility, and cannot be liable for any damages related to your use of Paragon CarePath, including for any viruses that may infect, your mobile phone or device, computer equipment or other property on account of (a) you accessing Paragon CarePath, (b) use of, or browsing in Paragon CarePath, or (c) your downloading of any materials, data, text, images, video, or audio from Paragon CarePath.
- g. You acknowledge the risk to the privacy and security of protected health information ("**PHI**")/Personal Data/Personal Information being transmitted in an unencrypted format (via electronic mail or otherwise) through the use of Paragon CarePath, that the user/patient should choose only encrypted transmissions. If you prefer unencrypted transmissions, you understand, acknowledge, and agree to take on such risk. Altera shall not be responsible or liable for the transmission of PHI/Personal Data/Personal Information using Paragon CarePath;
- h. You acknowledge that Paragon CarePath is not intended for use by children younger than 18 years old and you shall not make Paragon CarePath available for use by children younger than 18 years old. You are solely responsible and liable for ensuring that only adults 18 years or older open a Paragon CarePath account. However, parents or guardians of a patient may elect to establish a Paragon CarePath account for their children through Paragon CarePath as a personal representative using the parent's or guardian's email address and, in doing so, expressly consents to the use and disclosure of such information. Altera will not be responsible or liable for the use of Paragon CarePath by children younger than 18 years old.
- i. You shall not transmit any data or information over Paragon CarePath that infringes upon or misappropriates the intellectual property or privacy rights of any third-party.

6. **Restrictions**. Client represents and warrants that it shall not do any of the following with or through Paragon CarePath:

- a. modify, condense, or otherwise alter in any way Paragon CarePath or display any item, data, or information that has been modified, condensed, or otherwise altered.
- b. place, display, or permit the placement or display of any advertising or promotional materials for any products or services of Client and/or any third-party.
- c. place or display any data or information that implies any endorsement, sponsorship, guarantee, or assumption of responsibility for Client's services or products by Altera or any third-party.
- d. display the logos of Altera or any third-party from whom Client have not received specific permission to display the logo (except for the logos of Altera as they may be automatically displayed by the Site Builder Utilities or as part of Paragon CarePath).

- e. attempt to remove, or remove, alter, or disable the Altera logos or the links to the Privacy Policy and Consumer/Patient Terms of Service.

7. **Practice of Medicine.** Client agrees that only appropriately licensed medical providers (“**Providers**”) shall assess, diagnose, and recommend treatment for patients. Client acknowledges and agrees that Altera is not engaged in the practice of medicine through the provision of the services contemplated herein. Client shall take all actions required to ensure that its use of Paragon CarePath is in compliance with all applicable laws, rules, regulations, and professional standards. Client shall be solely responsible and liable for verifying the identity and authenticity of Paragon CarePath and users/patients. Neither party shall interfere with, control, or otherwise influence the Provider-patient relationship established between a Provider and a patient. ALTERA SHALL NOT HAVE ANY OBLIGATION, RESPONSIBILITY OR LIABILITY FOR ANY PROVIDER’S PROVISION OF PROFESSIONAL SERVICES.

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