



TERMS AND CONDITIONS FOR E-PRESCRIPTION SERVICES

These terms and conditions apply to Customer's access and use of the Electronic Prescription system, owned by and supplied by DrFirst.com, Inc. ("DrFirst"), which is accessed through Supplier's e-prescription software module (collectively the "E-Prescribe System").

1. **General Access Requirements.** By accessing the E-Prescribe System, Customer agrees that it is subject to these terms of use and all applicable federal and state laws and required approvals governing electronic prescriptions. Supplier shall have the right, at any time, to fully or partially suspend or terminate Customer's or its users' access to the E-Prescribe System if the agreement between Supplier and DrFirst is fully or partially suspended or terminated for any reason. Supplier shall also have the right to update the terms and conditions of access and use at any time by providing written notice to Customer. Supplier shall have no liability to Customer for access suspension or termination, provided it is through no fault of Supplier. An "**Authorized End User**" shall mean a validly licensed health care practitioner who has been properly authenticated to access and use the E-Prescribe System

2. **Terms of Use.** Customer agrees and will require each Authorized End User to agree to the following terms of access and use, which may be updated from time to time in DrFirst's sole discretion. DrFirst and Supplier expressly disclaim any liability for damages or costs incurred as a result of Customer or its Authorized End Users' failure to comply with these terms of use.
 - (a) **E-Prescribe System (Rcopia):** <https://drfirst.com/rcopia-terms-of-use/#:~:text=You%20agree%20not%20to%20reproduce,product%20based%20on%20the%20oforegoing>
 - (b) **Electronic Prescription of Controlled Substances (EPCS):** <https://www.drfirst.com/epcs-pdmp-terms-of-use/>
 - (c) **Prescription Drug Monitoring Program (PDMP):** If the authorized user or administrator accesses the PDMP through the EPCS system, the EPCS with PDMP Access Terms of Use herein will supplement any previously executed Terms of Use agreed to by the Authorized End Users for their access to EPCS: <https://www.drfirst.com/epcs-pdmp-terms-of-use/>. Customer and its Authorized End Users must: (i) follow all credentialing and identity validation processes that adhere to all applicable state and federal laws and rules regarding access to PDMP information, (ii) provide DrFirst proof of state-issued authorization to access PDMP Data if required by applicable law, and (iii) not further sublicense, sell, disclose, export or permit access to or use of the PDMP Data to others.
 - (d) **Medication History (MedHx):** <https://www.drfirst.com/medication-history-terms-of-use/>
 - (e) **Patient Engagement (RxInform):** Customer and Authorized End Users must ensure that the phone numbers provided for the patients who will receive text messages are complete and accurate. Customers and/or Authorized End Users must obtain any and all consents, opt-ins, and authorizations (including but not limited to as required by HIPAA, the TCPA, or any applicable state law) from patients required for DrFirst to send text messages to patients on behalf of Customer. Customer is responsible for its use of RxInform and will: (i) obtain, document, and maintain any patient permissions/consents and communication preferences required to send Patient Notifications, and honor patient revocations of consent or opt-out requests; (ii) ensure that notifications are directed only to intended recipients; (iii) use RxInform solely for patient care, treatment, and related administrative communications, and not for marketing, advertising, or promotional purposes; and (iv) ensure only Authorized End Users are permitted to trigger patient notifications. Customer will ensure patients have a reasonable method to opt out of receiving patient notifications. Customer will not send notifications to numbers that have opted out unless and until the patient re-consents in accordance with applicable law. Customer hereby agrees to indemnify and hold harmless DrFirst and Supplier



from any claims, actions, or liabilities arising from a violation of this section, and from any failure to obtain required consents, permissions, or opt-ins required for DrFirst to send text messages to patients, and the foregoing indemnity obligation shall not be subject to any limitation of liability.

(f) **iPrescribe:** <https://drfirst.com/iprescribe-and-infinid-terms-of-use>.

(g) **Surescripts:** For any prescriptions that go through the Surescripts network, the following applies:

- (i) Customer will only use Surescripts medication history information provided by the E-Prescribe System (collectively, "Medication History Information") for the purpose of providing direct health care services to a patient. Customer acknowledges that the Medication History Information provided hereunder may not be complete or accurate, and neither Supplier, DrFirst, Surescripts nor any pharmacy or other entity providing information under the Medication History Service provides any representations or warranties with respect to the accuracy or completeness of the Medication History Information, and Customer releases and holds harmless Supplier, DrFirst, Surescripts and any person or entity providing Medication History Information from any liability, cause of action, or claim related to the completeness or lack thereof of the Medication History Information. Customer is not required to release and hold harmless any party whose conduct is found to be willfully malicious or reckless or grossly negligent. Customer agrees to confirm the accuracy of the Medication History Information with the patient prior to providing any medical services based thereon and Customer agrees that providers shall use their professional judgment in the provision of care. Customer agrees to obtain patient consent prior to requesting any medication history for that patient. Customer agrees that the Medication History Information shall be used only for those patients from whom Customer has obtained the consent to access such patient's medication history. Other than in the course of treatment for the patient, Customer shall not provide the Medication History Information to any other person or entity for any reason, or use the Medication History Information for any other purpose. Customer shall implement appropriate administrative, technical, and physical safeguards to prevent any use or disclosure of any data provided hereunder for any purpose not authorized herein.
- (ii) Dr First, Supplier, and Customer shall not use any means, program, or device to influence or attempt to influence the decision of an Authorized End User to write a prescription for a certain medication or to send the prescription to a certain pharmacy; provided, however, that information related to formulary and benefit plan design and information from payers or other reputable sources providing clinical information shall be exempt from this prohibition, so long as the provider can still access all pharmaceuticals and the provider or patient is not prohibited from selecting a pharmacy.
- (iii) Customer agrees that any pharmacy, pharmacy benefit manager, payor or plan may elect not to receive prior authorizations from Customer or Authorized End Users. Customer agrees that any pharmacy benefit manager, pharmacy, payer, or other source of data may be added or deleted at any time without prior notice.
- (iv) Customer shall allow DrFirst and Surescripts, with reasonable advance written notice, the ability to access, inspect, and review all relevant records related to information and Medication History Information provided by or through the Surescripts network.
- (v) Customer shall ensure that all individuals hired by Customer whose job duties require access to Protected Health Information, physician information, and payment information have undergone appropriate background checks, to ensure that the individual does not have a felony or misdemeanor related to theft or fraud.