



TERMS AND CONDITIONS FOR SURESCRIPTS SERVICES

This Addendum supplements and is part of the Agreement. This Addendum includes additional terms and conditions under which Customer and its Prescriber End Users are granted the use of the Surescripts Services (as herein defined), owned and supplied by Surescripts, LLC, a Delaware limited liability company ("Surescripts"), which system is integrated into Supplier's ePrescription software module (the "Supplier Software").

1. Additional Definitions.

"Data Source" any third-party data providers, such as health plans, that have entered into written agreements with Surescripts, either directly or indirectly, in order to allow access through the Surescripts Network to information in its possession.

"Prescriber End User" means an individual, located in the United States or a United States territory, that: (i) is employed by, an active member of the medical staff of, or otherwise performing healthcare services as a legally authorized representative of Customer, and (ii) if required by applicable law to be licensed, registered, or otherwise authorized by a Governmental authority, is properly and duly licensed, registered, or otherwise authorized with the appropriate Governmental authority to perform the applicable healthcare services that has been issued a National Provider Identifier ("NPI") by the appropriate Governmental authority. The general public, individual patients, pharmacies, pharmaceutical manufacturers, or pharmacists engaged in dispensing medications are not permitted to be Prescriber End Users. Individuals engaged in fraud, identity theft, or other impersonation of a physician are not permitted to be Prescriber End Users.

"Surescripts Materials" means the Surescripts Certification and Implementation Guides, the Surescripts network Certification Requirements document, the Surescripts Network Operations Guide, the Surescripts Style and Usage Guide, the Directory Guide, the CA Certification Practices Statement, privacy and patient consent policies, and other materials that Supplier provides to Customer to enable its participation in the Surescripts Network for the Surescripts Services, as such materials may be further developed or modified by Surescripts.

"Surescripts Network" means the Surescripts proprietary technology for a secure, nationwide, interoperable health information infrastructure, including Surescripts Materials, interfaces, functionality, and transaction maps made available by Supplier to Customer pursuant to this Agreement, as they may be further modified or developed by Surescripts from time to time.

"Surescripts Services" means those services provided by Surescripts, including access to the Surescripts Network.

2. Use of Surescripts Services. Subject to the following terms and conditions, Customer is granted use of the Surescripts Services (including any enhancements, any additional functionality, or the improvement of an existing functionality) incorporated into the Supplier Software. The Surescripts Services allow for electronic access to prescription information and electronic transmission of prescription data from a Data Source to a prescriber at the point of prescribing. Customer understands and acknowledges that the Surescripts Services are licensed by Supplier from Surescripts. Supplier is subject to the terms and conditions of that underlying technology vendor agreement governing the use of the Surescripts Services and, therefore, in the event that the underlying technology vendor agreement is terminated, then Supplier may terminate Customer's use of the Surescripts Services. Customer will

under no circumstances use or allow any use of any data accessed by Customer through the Surescripts Services other than for the specific purpose identified herein and as consistent with all applicable law.

3. Confidentiality. Customer acknowledges that the non-disclosure and confidentiality provisions of the Agreement apply to the Surescripts Services and any confidential information received from Surescripts or Supplier to implement and use the Surescripts Services.

4. Safeguarding Data. Customer shall establish and maintain safeguards against the destruction, loss or alteration of confidential data or information, including data or information provided by or through another party's system that comes into Customer's possession or control in the Supplier Software and Surescripts Network. Such safeguards shall be no less rigorous than those maintained by Customer for its own information of a similar nature, and in any event, no less than reasonable safeguards. Customer shall have in place appropriate administrative, technical, and physical safeguards to protect the privacy of individually identifiable health information (IIHI). Customer shall reasonably safeguard IIHI from any intentional or unintentional use or disclosure that is or would be in violation of applicable law, including HIPAA, and shall limit incidental uses or disclosures made pursuant to an otherwise permitted or required disclosure. Customer shall obtain required consents and authorizations before transmitting IIHI. Customer shall, upon reasonable notice, allow Supplier and Surescripts to access, inspect and audit records of the Customer relating to the use of the Surescripts Services and Surescripts data.

5. Ongoing Compliance. Customer acknowledges and agrees that Supplier has a separate vendor technology agreement with Surescripts, pursuant to which Surescripts requires the Supplier Software to be certified in accordance with the Surescripts Materials. Customer shall ensure that Customer and its Prescriber End Users will not materially reconfigure nor disable any portion of the Supplier Software. In the event that Supplier receives notice from Surescripts that the Supplier Software ceases to be compliant with the Surescripts Materials, Supplier shall provide written notice of such non-compliance to Customer and shall be entitled to suspend access to the Surescripts Services until such time as the Supplier Software becomes compliant to Surescripts' satisfaction. Notwithstanding anything herein to the contrary, Customer acknowledges and agrees that Supplier and Surescripts may decertify a version of the Supplier Software if such software is not compatible with: (A) the Surescripts Network; (B) patient safety; (C) the certification requirements set forth in the Surescripts Materials; or (D) the terms and conditions of this Agreement. Supplier may prohibit the use of the Surescripts Services for any Customer or Prescriber End User who is on a version of the Supplier Software not then currently certified by Surescripts.

6. Data Source Participation and Limitation. Customer acknowledges and agrees that any Data Source, in its sole discretion, may elect not to send or receive messages transmitted to or from Customer via the Surescripts Network pursuant to this Agreement.

7. Commercial Messaging Rules. Customer shall comply with the following (the "Commercial Messaging Rules"): Customer shall not, and shall require that any Prescriber End Users do not, use any means, program, or device, or permit any other person to use any means, program, or device, including, but not limited to, advertising, instant messaging, and pop-up ads, to influence or attempt to influence, through economic incentives or otherwise, the prescribing decision of a prescriber at the point of care if: (i) such means, program, or device (as described above) is



triggered by, initiated by, or is in specific response to, the input, selection, and/or act of a prescriber or his/her agent prescribing a pharmaceutical or selecting a pharmacy for a patient; and (ii) that prescription shall be delivered via the Surescripts Network.

Notwithstanding the above, Customer may: (i) show information regarding a payer's formulary and benefit plan design, including patient lowest cost options, on/off tier, prior authorization, step therapy, coverage status, and co-pay information; and/or (ii) deliver or have delivered to Prescriber End Users clinical alerts that are sourced from payers and/or are attributed to generally recognized and reputable sources providing clinical information to the prescriber, even if, in the event of either (i) or (ii), such information influences the patient or prescriber's choice of pharmacy or other prescribing decisions. In addition, in the event of either (i) or (ii) above, Customer shall: (a) allow its Prescriber End Users to access all pharmaceuticals known through generally available sources used in the industry, and all pharmacies, including all retail and mail service pharmacy options available; and (b) not be designed to preclude a physician or patient from selecting any particular pharmacy or pharmaceutical. Any custom lists created and maintained by Prescriber End Users within a Customer software product, including but not limited to: (i) an individual Prescriber End User's most often prescribed medication list; (ii) an individual Prescriber End User's most often used pharmacy list; and/or (iii) an individual Prescriber End User's most often used SIGs (i.e., instructions for the use of medications), would not be considered a violation of this Section.

Any violation of this Section 7 shall be considered a material breach of this Agreement, and Supplier shall have a right of termination under Section 10 hereto.

8. Prescriber Directory Information. Customer acknowledges that Surescripts has unlimited rights to use all directory and related information on Prescriber End Users that shall come to reside within the Surescripts Network database whether provided by Customer or otherwise, including all root, identity, and location-related information. The provisions of this Section 9 shall survive the expiration or termination, for any reason, of this Agreement.

9. Designation of Prescriber End Users. Customer shall designate a Prescriber End User as such for purposes of this Agreement only after confirming that such individual or entity meets the definition of a Prescriber End User set forth in Section 1 in this Addendum. Customer shall conduct identity proofing and authentication sufficient to meet regulatory requirements and industry standards to confirm that all messages transmitted via the Surescripts Network originate from Prescriber End Users who are licensed to use the application for the services for which Surescripts has certified the application. Customer agrees to cooperate with Supplier to satisfy ongoing identity-proofing and other requirements set forth in this Agreement.

10. Termination by Supplier for Breach by Customer or Prescriber End Users. Supplier may terminate use of the Surescripts Services (with no cure period) on behalf of Customer and/or a particular Prescriber End User if: (i) Customer and/or such Prescriber End User is not duly licensed or authorized under applicable law to use e-prescription; or (ii) an act or omission of Customer and/or such Prescriber End User would constitute a material breach of this Agreement or the agreement between Supplier and Surescripts. Such termination shall be effective upon Suppliers' provision of written notice to Customer.

11. DATA.

11.1. Use by Surescripts. Customer agrees that, subject to compliance with all applicable law and the terms of any Business Associate Agreement among the Parties, Supplier shall be entitled to use and disclose information received from Customer or Prescriber End Users for the purpose of Surescripts' business, including without limitation, its proper management and administration of the Surescripts Services. The provisions of this Section shall survive the expiration or termination, for any reason, of this Agreement.

11.2.1. Use by Customer. Customer shall not make any use or disclosure of any data or information provided by Data Sources to Customer by or through the Surescripts Network except as expressly authorized in this Agreement and permitted by any Business Associate Agreement among the Parties. Additionally, Customer shall not attempt to capture, open, examine, modify, add commercial or other messages to, repackage, distribute, license, sell or make any commercial use of any data or information provided by any Data Source to Customer by or through the Surescripts Network other than as specifically permitted under this Agreement. By way of example, Customer shall not retain a copy of, store in any medium, perform analytics on, aggregate in any manner, or otherwise perform any action with relation to any data or information sent through the Surescripts Network other than as specifically permitted under this Agreement.

In the event that Customer has pharmacy operations, unless otherwise explicitly permitted herein, Customer shall maintain all data and information provided by Data Sources on a partitioned server on the non-pharmacy side of an internal firewall that is separated or "walled off" from all other pharmacy activities. In addition, Customer shall not use the data or information provided to Customer pursuant to this Agreement to promote Customer (or its Affiliates) dispensing pharmacy services or to augment Customer's (or its Affiliates') own medication history records.

12. WARRANTIES/COVENANTS. Customer shall cause its Prescriber End Users to use the Supplier Software and Surescripts Services in accordance with the terms of this Agreement and all applicable laws. Customer represents and warrants to Supplier that it has obtained all necessary authorizations from all Prescriber End Users that are required for Supplier to use all information provided by Customer and its Prescriber End Users for the purposes of this Agreement and the Surescripts Services.

13. Disclaimers. OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, SURESCRIPTS DOES NOT PROVIDE ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SURESCRIPTS USES AVAILABLE TECHNOLOGY TO MATCH PATIENT IDENTITIES WITH THEIR PRESCRIPTION DRUG BENEFIT AND PRESCRIPTION DRUG RECORDS IN ORDER TO PROVIDE PHYSICIANS WITH PATIENTS' PRESCRIPTION DRUG BENEFIT AND MEDICATION HISTORY INFORMATION. BECAUSE PATIENT INFORMATION IS MAINTAINED IN MULTIPLE PLACES, NOT ALL OF WHICH ARE ACCESSIBLE TO SURESCRIPTS, AND BECAUSE NOT ALL PATIENT INFORMATION IS KEPT IN A STANDARD FASHION OR IS REGULARLY UPDATED, IT IS POSSIBLE THAT FALSE MATCHES MAY OCCUR OR THAT THERE MAY BE ERRORS OR OMISSIONS IN THE PRESCRIPTION DRUG BENEFIT OR MEDICATION HISTORY INFORMATION. THEREFORE, ANY TREATING PHYSICIAN OR OTHER HEALTH CARE PROVIDER OR FACILITY SHOULD VERIFY PRESCRIPTION DRUG BENEFIT OR MEDICATION HISTORY INFORMATION WITH EACH PATIENT AND/OR THE PATIENT'S REPRESENTATIVES BEFORE SUCH INFORMATION IS RELIED UPON OR UTILIZED IN DIAGNOSING OR TREATING THE PATIENT. SURESCRIPTS



IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER. SURESCRIPTS DOES NOT AND CANNOT INDEPENDENTLY VERIFY OR REVIEW THE INFORMATION TRANSMITTED THROUGH THE SURESCRIPTS NETWORK FOR ACCURACY OR COMPLETENESS. SURESCRIPTS MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY THROUGH THE SURESCRIPTS NETWORK OF ANY PARTICULAR DATA SOURCE OR OTHER PARTICIPANT. AT ANY TIME, DATA SOURCES OR OTHER PARTICIPANTS MAY BE ADDED TO OR DELETED FROM THE SURESCRIPTS NETWORK OR MAY LIMIT VENDOR AND/OR ANY VENDOR CUSTOMER ACCESS TO THEIR DATA, AND SUCH CHANGES MAY OCCUR WITHOUT PRIOR NOTICE TO VENDOR OR VENDOR CUSTOMERS.

14. Indemnification. Customer shall indemnify, defend and hold harmless Supplier and its Affiliates from and against all claims, demands, actions, suits, damages, liabilities, losses, settlements, judgments, and costs and expenses (including reasonable attorney's fees and costs) arising from or in connection with any acts or omissions by Customer or its Prescriber End Users in connection with the Surescripts Services, including but not limited to any breach of this Agreement, breach of any confidentiality or privacy obligations, or any misuse of data and/or systems provided by Supplier pursuant to this Agreement. Customer agrees to indemnify, defend and hold harmless CVS Pharmacy and its affiliates, officers, directors, employees, agents, successors and assigns from and against any and all actual or threatened losses, liabilities, damages, and claims, and all related costs and expenses arising from, or in connection with, allegations of third-party claimants of any claims for any (A) breach by Customer or its Prescriber End Users of any confidentiality or privacy obligations; or (B) any misuse of data and/or systems provided by Supplier or Surescripts to Customer or its Prescriber End Users.

15. Survival. The terms of sections 2, 8, and 13, of this Addendum shall survive any termination or expiration of this Agreement.