



**ADDENDUM TO THE ELEKTA STANDARD  
TERMS AND CONDITIONS OF SALE FOR  
RxHUB SYSTEM BY SURE SCRIPTS-RxHUB , LLC  
WT1920RXH**

This Addendum supplements and is part of the Agreement between Elekta, Inc., successor in interest of IMPAC Medical Systems ("IMPAC") as of November 1, 2009 and Customer. This Addendum includes additional terms and conditions under which Customer is granted the use of the RxHub System, owned by and supplied by Surescripts-RxHub, LLC, which system is integrated into Supplier's ePrescription software module.

**1. Use of RxHub System.** Subject to the following terms and conditions, Customer is granted use of the RxHub System (including any enhancements, any additional functionality, or the improvement of an existing functionality) incorporated into Supplier's ePrescription software. The RxHub System software and services allows 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 RxHub System is licensed by IMPAC from Surescripts-RxHub, LLC. Supplier is subject to the terms and conditions of that underlying technology vendor agreement governing the use of the RxHub System and, therefore, in the event that the underlying technology vendor agreement is terminated, then Supplier may terminate Customer's use of the RxHub System. Customer will under no circumstances use or allow any use of any data accessed by Customer through the RxHub System other than for the specific purpose identified herein and as consistent with all applicable law.

**2. Ownership.** Customer acknowledges that Supplier's ePrescription contains certain software licensed to Supplier by Surescripts-RxHub, LLC. Surescripts-RxHub, LLC retains all right, title, and interest, including without limitation, any and all ownership rights in and to the RxHub System or any component part thereof, and in any and all related patents, trademarks, copyrights, or proprietary or trade secret rights. RxHub System and any and all copyrights and other proprietary rights therein are the exclusive property of Surescripts-RxHub, LLC. Any rights not expressly granted to Customer under this Agreement and this Attachment shall be retained by Supplier and Surescripts-RxHub, LLC. Although some tangible objects may be delivered to Customer pursuant to this Agreement, title to such objects shall not pass to Customer.

**3. Confidentiality.** Customer acknowledges that the non-disclosure and confidentiality provisions of Section 11 of the Elekta Standard Terms and Conditions of Sale, or similar provisions of predecessor agreements (section 9, IMPAC General Terms & Conditions) still in effect apply to the RxHub System and any confidential information received from Surescripts-RxHub, LLC or Supplier to implement and use the RxHub System.

**4. Safeguarding Data.** By a separate vendor technology agreement, Supplier and Surescripts-RxHub, LLC established and maintain safeguards against the destruction, loss or alteration of confidential data or information in the ePrescriptions software and RxHub System. Customer shall likewise 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 Customers possession or control. 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 utilize commercially reasonable efforts, including through systems security measures, to

guard against the unauthorized access, alteration or destruction of another party's system, data and information, and data and information provided through another party's system. Such measures shall include the installation of software that requires all users to authenticate their identity prior to gaining access to the information systems, controls and tracks the addition and deletion of users and controls, and tracks user access to areas and features of the information systems. Customer shall obtain required consents and authorizations before transmitting IIHI. Customer shall, upon reasonable notice, allow Supplier and Surescripts-RxHub, LLC to access, inspect and audit records of the Customer relating to the use of the RxHub System and RxHub Data.

**5. Disclaimers.** OTHER THAN AS EXPRESSLY PROVIDED IN THIS ADDENDUM, SURESCRIPTS-RXHUB DOES NOT PROVIDE ANY EXPRESS WARRANTIES OR IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SURESCRIPTS-RXHUB 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 RXHUB, 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. RXHUB IS NOT A HEALTH PLAN, HEALTH CARE PROVIDER OR PRESCRIBER. RXHUB DOES NOT AND CANNOT INDEPENDENTLY VERIFY OR REVIEW THE INFORMATION TRANSMITTED THROUGH THE RXHUB SYSTEM FOR ACCURACY OR COMPLETENESS. RXHUB MAKES NO REPRESENTATION OR WARRANTY REGARDING THE AVAILABILITY THROUGH THE RXHUB SYSTEM OF ANY PARTICULAR DATA SOURCE OR OTHER PARTICIPANT. AT ANY TIME, DATA SOURCES OR OTHER PARTICIPANTS MAY BE ADDED TO OR DELETED FROM THE RXHUB SYSTEM 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.

**6. Survival.** The terms of sections 2, 3, and 5, of this Addendum shall survive any termination or expiration of this Agreement.