

Surescripts Rider

You (“You” or “Customer”) acknowledges that you will have access to and use of data and other information (collectively, “Licensor Data”) from Surescripts, LLC (“Surescripts”), First Databank, Inc. (“FDB”) and various other licensors (sometimes collectively referred to as “Licensors” and individually referred to as “Licensor”) of Loopback, LLC (“Loopback”) pursuant to various agreements between Loopback and Licensors (the “Licensor Agreement(s)"). Customer further acknowledges it must comply with the terms of this Surescripts Rider (this “Rider”) in order to have access to the Licensor Data under the Licensor Agreements and that Loopback cannot include the Licensor Data under Customer’s Agreement with Loopback without Customer agreeing to the terms of this Rider. By having access to the Licensor Data, you agree to the terms of this Rider.

1. Surescripts Materials. Customer agrees that it will comply, and will cause its “Customer End Users” (defined below) to comply, with the Surescripts Certification and Implementation Guides, the Surescripts Network Operations Guide, the Surescripts Style and Usage Guide, the Directory Guide, and other Surescripts materials provided to Customer, as such materials may be further developed or modified by Surescripts from time to time. As used herein, a “Customer End User” means a health care provider, located in the United States or a United States territory, that: (i) is employed by 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.

2. Surescripts Services. Customer acknowledges that the Surescripts services are designed to allow healthcare providers in any health care setting to electronically access the medication history data only for a “current patient” (defined below) for purposes of performing analytics to identify high-risk and medium-risk individuals in a patient panel and, as applicable, providing population care management (including, but not limited to, identifying gaps in care and performing adherence monitoring), treatment and clinical services and interactions to individuals in such patient panel. As used herein, a “current patient” is an individual seen or treated by a healthcare provider within the prior twenty-four (24) month period.

3. Commercial Messaging Rules and Confidentiality. Customer shall not, and shall require that its Customer 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. Customer and its Customer End Users shall keep confidential any proprietary and/or confidential information of Surescripts or any third-party providing data or information to Surescripts (“Participant(s)").

4. Adherence to Applicable Law. Customer and its officers, employees, contractors, agents, Customer End Users or other third persons designated by Customer (collectively “Customer Personnel”) shall comply with all “Applicable Law”. As used herein, “Applicable Law” means any and all applicable federal, state, local, common law, rules, regulations, directives, and guidelines, including but not limited to the Health Insurance Portability and Accountability Act (“HIPAA”) and related regulations; the Health Information Technology for Economic and Clinical Health Act (“HITECH”) and related regulations; the Anti-Kickback provisions of the Social Security Act and related regulations; the federal Physician Self-Referral Prohibition provisions of the Social Security Act and related regulations; state and federal pharmacy laws and regulations; and state and federal laws and regulations regarding breach notifications, each as amended.

5. Satisfactory Background Checks and Audits. Customer warrants and represents that it has obtained, at its own expense and in a manner compliant with all Applicable Law, a Satisfactory Background Screening, as defined below, for all of its Customer Personnel whose job descriptions or functional duties require access (other than incidental or infrequent access) to any Private Information and/or PHI. As used herein, a “Satisfactory Background Screening” shall mean, collectively, the following: (1) national federal criminal database check; (2) seven (7) year county of residence criminal conviction search (i.e., search of all counties in which individual has resided within the preceding seven (7) year period); and (3) in each of (1) and (2) above, in accordance with Applicable Law, containing no felony or misdemeanor conviction that related to fraud or theft (including but not limited to, shoplifting, larceny, embezzlement, forgery, credit card fraud, or check fraud), the disposition of which is within seven (7) years, as allowed by law. Customer shall verify in writing its compliance with the foregoing requirements to Loopback and/or any Licensor.

6. Patient Consent and Authorizations. Customer shall transmit information pursuant to the applicable Licensor service in accordance with the Licensors materials for the particular service and in accordance with Applicable Law. Pursuant thereto, Customer shall ensure that all patient consents and/or authorizations required by Applicable Law have been obtained

7. Licensor Data Matters. Customer agrees: (i) the Licensor Data is intended as a supplement to, and not a substitute for, the knowledge, expertise, skill, and judgment of physicians, pharmacists, or other healthcare professionals in patient care, (ii) the absence of a warning for a given drug or drug combination should not be construed to indicate that the drug or drug combination is safe, appropriate or effective in any given patient, (iii) the professional duty to the patient in providing healthcare services lies solely with the healthcare professional providing patient care services, (iv) Loopback and Licensors do not assume any responsibility for actions of Customer or Customer Personnel which may result in any liability or damages due to malpractice, failure to warn, negligence or any other basis, (v) Customer and the other health care providers responsible for patient care shall retain full responsibility for all decisions relating to patient care, and the Licensor Data shall not be used as a substitute or replacement for diagnosis or treatment recommendations or other clinical decisions or judgment, and (vi) the foregoing allocation of liability fairly reflects the economic circumstances and risks

that Customer, Loopback and Licensors are willing to undertake in view of the amounts paid and/or payable by Customer for use of the Licensor Data.

8. Licensor Disclaimers. Customer acknowledges that Licensors make no representation or warranty regarding the availability of any particular data source and that data sources may be added to or deleted or may limit Customer's access to their data, such changes may occur without prior notice to Customer. Customer further acknowledges that Licensors use available technology to match patient identities in order to provide Licensors services. Because patient information is maintained in multiple places, not all of which are accessible to Licensors, 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 benefit and/or medication history information provided to Customer. Therefore, it is the responsibility of any treating physician or other health care provider or facility (not the responsibility of Licensors) to verify prescription benefit or medication history information through other means with each patient and/or the patient's representatives before such information is relied upon or utilized in diagnosing or treating the patient. Licensors are not health plans, health care providers or prescribers. Licensors do not and cannot independently verify or review the information transmitted in connection with the Licensors services for accuracy or completeness. Neither Licensors nor any data source provides any representations or warranties with respect to the accuracy or completeness of the prescription benefit or medication history information. Customer releases and holds harmless Loopback, each Licensor, and Participants from any liability, cause of action, or claim related to the completeness or lack thereof of the medication history information. CUSTOMER AGREES THAT LICENSOR DATA IS PROVIDED ON AN "AS IS" BASIS, LOOPBACK AND LICENSORS MAKE NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPILATION OF LICENSOR DATA, AND SPECIFICALLY DISCLAIM THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

9. Limitation of Liability. IN NO EVENT WILL LOOPBACK OR ANY LICENSOR BE LIABLE TO CUSTOMER FOR ANY LOST REVENUES, PROFITS, DATA OR OTHER INFORMATION, OR FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF THE USE OF OR INABILITY TO USE THE LICENSOR DATA OR ARISING OUT OF OR IN ANY OTHER WAY CONNECTED WITH THE LICENSED DATA, EVEN IF LOOPBACK OR LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITIES, WHETHER ARISING UNDER CONTRACT OR OTHERWISE, OF LOOPBACK OR ANY LICENSOR ARE LIMITED TO THE FEES RECEIVED BY SUCH LICENSOR FROM LOOPBACK.

10. Indemnification. Except to the extent arising from the gross negligence or willful misconduct of Loopback or Licensors, Customer agrees to indemnify, defend and hold harmless Loopback, each Licensor and the Participants and their respective affiliates, licensors, officers, directors, employees, agents, successors and assigns ("Indemnitee(s)") from and against any and all actual or threatened losses, liabilities, damages, and claims, and all related costs and expenses (including reasonable legal fees and disbursements and costs of investigation, litigation, settlement, judgment, interest and penalties) arising from, or in connection with, or based on allegations of third-party claimants of any claims for any breach by Customer or any Customer Personnel of any confidentiality or privacy obligations or any misuse of Licensor Data and/or systems provided to Customer or any Customer Personnel, or any allegations or claims arising out of or related to (i) the information provided to Licensors by Customer or any Customer Personnel, (ii) the use of such information when furnished by Licensors to Customer or any Customer Personnel, or (iii) the use of the Licensor Data or Licensor services. Customer agrees that this indemnity includes a duty to defend all Indemnitees and to name Loopback and Licensors as additional insureds under Customer's insurance policies.

11. Third-party Beneficiaries. Customer agrees that Loopback, Licensors and the Participants shall be third-party beneficiaries of this Rider.