Social Solutions

**RCOPIA AGREEMENT/
PENELOPE MEDICATION MANAGEMENT MODULE
AGREEMENT**
Effective Date: May 1, 2021

MODULE DESCRIPTION

DrFirst' s Rcopia is an electronic prescription management system that provides health care providers and their staff with a web-based capability of writing and managing the entire prescription process. Rcopia allows a user to create, modify, save, print, and send a prescription either by fax or electronically to the pharmacy. In addition to this functionality, the Application provides drug/drug and drug/allergy interaction checks, patient eligibility and formulary information, and patient medication history, as well as any later added functionality. Rcopia can only be marketed to health care providers in the ambulatory environment.

DrFirst's Rcopia is integrated with Penelope Software as a Service (SaaS) as a two-way interface Module. This allows SSG to integrate the Rcopia Application to allow for sharing of patient demographic, allergy, and diagnosis information. This allows for single sign-on functionality between Penelope Software as a Service (SaaS) and the Rcopia Application, launching the Application from within Penelope.

DrFirst's Rcopia is further enhanced by DrFirst's EPCS Gold Application, which allows for the electronic prescribing of controlled substances.

DrFirst's Rcopia can be further enhanced by DrFirst's POMP access, which allows for physicians to check Prescription Drug Management Program information in Rcopia.

1. DEFINITIONS

1.1. **"Agreement"** means this Rcopia Agreement/ Penelope Medication Management Module Agreement.

1.2. **"Appriss Inc."** means Appriss Inc, located at 9901 Linn Station Rd #500, Louisville, KY 40223, United States which is a provider of POMP Data.

1.3. **"Authorized End User"** means a named individual who Client has granted permission to access the Module.

1.4. **"Cures Network"** means Controlled Substance Utilization Review and Evaluation System which is a provider of POMP Data.

1.5. **"Client"** means the organization, company or otherwise legal entity that has subscribed to the Module under the terms and conditions of this Agreement.

1.6. **"DEA"** means the United States Drug Enforcement Administration.

1.7. **"DrFirst"** means DrFirst.com Inc. operating as DrFirst.

1.8. **"EPCS Gold"** means DrFirst's application which allows for the prescription of controlled substances through the Rcopia Application.

1.9.   **"HIPAA"** means Health Insurance Portability and Accountability Act of 1996.

1.10. **"HIPAA Privacy Rules"** means the national standards to protect individuals' medical records and other personal health information.

1.11. **"HITECH"** means The Health Information Technology for Economic and Clinical Health (HITECH) Act, enacted as part of the American Recovery and Reinvestment Act of 2009.

1.12. **"iPrescribe"** means DrFirst's mobile platform for Rcopia.

1.13. **"Medication Management Module" or "Module"** means services provided to Authorized End Users of Pene lope Software as a Service (SaaS) by means of accessing and using the features and functions of the Rcopia Application through Penelope as contemplated in this Agreement.

1.14. **"Parties" or "Party"** means Client, SSG and DrFirst collectively the "Parties" and each a "Party".

1.15. **"Patient Advisor"** mea ns DrFirst's application which provides clinical, behavioral and socioeconomic support tools that improve patient medication adherence and disease self-management.

1.16. **"PDMP" or "Prescription Drug Monitoring Program"** means the tool created by regional authorities to aid in the reduction of prescription drug abuse.

1.17. **"PDMP Data"** means the electronic data and information collected, processed and generated by regional authorities as part of their Prescription Drug Monitoring Programs.

1.18. **"Penelope Software as a Service (SaaS)"or "Penelope"** means SSG's Penelope Case Management Software.

1.19. **"Rcopia Application " or "Application"** means DrFirst's Rcopia electronic prescription management system.

1.20. **"Social Solutions Global, Inc."** or "**SSG**" means Social Solutions Global and its subsidiaries, SSG Social Solutions Canada, Inc. and Athena Software Corporation.

1.21. **"Surescripts"** means Surescripts Inc. located at 2550 South Clark Street, Arlington, VA 22202.

1.22. **"TCPA"** means The Telephone Consumer Protection Act of 1991.

1.23. **"Terms of Use"** means the Rcopia terms of use located at https://drfirst.com/rcopia-terms-of-use/

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2. LICENSES

2.1. Access License

Subject to the terms and conditions contained in this Agreement, SSG hereby grants to Client a limited non-exclusive, non-transferable, right to access the features and functions of the Application during the Term, solely through Penelope within the United States of America, as contemplated in this Agreement.

2.2. Application Distribution Rights

Authorized End User, or the Client through which such Authorized End User accesses or otherwise accesses the Module, shall have no right to sublicense the Module, including the Application as integrated therein, to any third party.

The Application is solely to be accessed from the United States of America.

DrFirst is a party to this Agreement and is an intended third-party beneficiary with rights to enforce the Agreement if necessary. Any act or omission of the Client or Authorized End Users in connection withuse of, or access to, the Module, which act or omission would constitute a breach of this Agreement shall be considered a material breach by the Client or Authorized End User, and that DrFirst or its third party vendors may terminate or temporarily disable access for the Client or Authorized End User.

3. OBLIGATIONS

3.1. Compliance with Law and Patient Consents

Client will ensure that its use of the Module, and the SSG and DrFirst Brands complies with all applicable laws, statutes, regulations or rules promulgated by governing authorities having jurisdiction over the Parties or the Application. Client shall comply with all applicable law, including obtaining necessary patient consents and authorizations to provide the services.

3.2. Background Checks

Client shall ensure that all individuals hired by Client whose job duties require access to protected health information (PHI), physician information, and payment information through the Module have undergone appropriate background checks, to ensure that the individual does not have a felony or misdemeanor related to theft or fraud.

3.3. HIPAA

The Parties agree to comply with HIPAA, as amended by the HITECH Act, and the rules promulgated thereunder as may be amended from time to time.

3.4. Safeguarding PHI

Client shall at all times comply with all applicable laws. Client shall reasonably safeguard protected health information from intentional or unintentional disclosure in violation of the HIPAA Privacy Rules.

3.5. Data Handling

SSG or DrFirst may de-identify any and all protected health information and other data provided to it by Client. De-identified data may be used for any lawful purpose; provided, however, that the use does not identify Client or the Authorized End User, except for cases where an Authorized End User has selected a program which requires the ability to identify the Authorized End User.

4. REPRESENTATIONS AND WARRANTIES

4.1. Disclaimer

EXCEPT AS EXPRESSLY SET FORTH HEREIN, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DRFIRST DISCLAIMS ANY AND ALL OTHER PROMISES, REPRESENTATIONS AND WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, DATA ACCURACY, TITLE AND/OR NON-INFRINGEMENT. SSG DOES NOT WARRANT THAT THE APPLICATION WILL MEET CLIENT'S REQUIREMENTS OR THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

5. INDEMNIFICATION

5.1. Indemnification

Each Party ("Indemnifying Party") agrees to hold harmless, indemnify, and defend the other party, its employees, and agents from and against any and all losses, liabilities, costs (including reasonable attorneys' fees) or damages incurred by the other Party ("Indemnified Party") resulting from a material breach of this Agreement by the Indemnifying Party resulting in damages or liability to a third party. A material breach shall include: failure by Client to have an Authorized End User execute the Rcopia Terms of Use (available at https://drfirst.com/rcopia-terms-of-use/_: any misuse of confidential information or data; and any infringement of a third party's U.S. patents issued as of the effective date, or infringement of a third party's copyright or trade secret rights.

Indemnification Procedures
The Indemnified Party shall provide prompt written notice of a claim to the Indemnifying Party. The Indemnifying Party shall not settle any claim against the Indemnified Party without the consent of the Indemnified Party, which shall not be unreasonably withheld. The Indemnified Party may, at its option, defend itself against any claim or participate in the defense by counsel of its own choice.

6. TERM AND TERMINATION

6.1. Term

The initial term for this Agreement shall be one (1) year and shall automatically renew for successive one (1) year periods thereafter unless Client provides SSG with written notice of its intention not to renew sixty (60) days prior to the expiration of the current Term or unless SSG provides Client with one-hundred and twenty (120) days' notice of its intent not to renew.

6.2. Termination for Breach

Either Party may, at its option, terminate this Agreement in the event of a material breach by the other Party. Such termination may be affected only through a written notice to the breaching Party; specifically identifying the breach or breaches on which such notice of termination is based. The breaching Party will have a right to cure such breach or breaches within thirty (30) days of receipt of such notice, and this Agreement shall terminate in the event that such cure is not made within such thirty (30)-day period or such longer period as separately agreed upon in writing by the Parties.

7. CLIENT OBLIGATIONS

7.1. Module

Client shall ensure all Authorized End Users sign off on the Rcopia Terms of Use (available at https://www.drfirst.com/rcopia-terms-of-use/.)

Client acknowledges and agrees that it shall be responsible for obtaining any third-party audits or certifications as may be required to undergo a third party audit or certification in compliance with the DEA

regulations. No audit or certification is needed as of the date of execution; however, Client may be expected to undergo an audit at a later date. Client shall be responsible for paying for the audits.

Client shall at all times be responsible for its compliance with the DEA regulations and applicable law, and shall hold harmless and release DrFirst and SSG from any liability, damages, or costs associated with Client's failure to comply with the DEA regulations or applicable law, or to obtain or maintain any necessary approvals, audits, or certifications.

7.2. PDMP Data

Client acknowledges that in order to access POMP Data, it must have an active license and access to the DrFirst EPCS Gold Application.

Client represents and warrants that, as applicable, it has effectuated credentialing and identity validation processes that adhere to all applicable state and federal laws and rules regarding access to POMP information.

Client agrees to contractually obligate Authorized End Users to provide SSG proof of its state- issued authorization to access POMP Data, if such authorization is required by applicable law.

Client agrees to coordinate with SSG to assist in the completion of all necessary approval documentation required for Client to gain access to the POMP Data.

Client agrees that it shall not sublicense, transfer, sell, disclose, export or otherwise permit access to or use of POMP Data acquired through the Module.

To the extent that the Appriss, Inc. is the source of the POMP Data, Client agrees to contractual ly obligate its Authorized End Users to represent and warrant that they are not currently under formal investigation, indictment, or prosecution and has not been convicted, disciplined, or sanctioned within the preceding five (5) years by any governmental entity or self-regulation program for violation of any government laws or regulations under or related to health care, drugs, or criminal acts.

To the extent that the Appriss, Inc. is the source of PDMP Data, Clients and Authorized End Users will indemnify, hold harmless, and defend SSG, DrFirst, the National Association of Boards of Pharmacy, Appriss and each of their respective officers, directors, employees, members, contractor's and affiliates from and against any losses, liabilities, costs (including reasonable attorneys' fees) or damages resulting from any third party claim in which any above-named party is named as a result of any access or use of the POMP by Client or its Authorized End Users or administrators.

To the extent that the CURES network is the source of POMP Data, Client agrees that it shall be the responsibility of Client and Authorized End Users, which may consist of healthcare practitioners and/or pharmacists, to verify through the CURES portal that their CURES account profiles are current, which shall include, at a minimum, completion of the annual update, and that they possess active CURES account. The failure of any Authorized End Users to complete the annual update or maintain an active CURES account status will result in rejection of their queries.

7.3. iPrescribe

Clients, and Authorized End Users are solely responsible for any and all charges incurred as a result of using or accessing any application (including iPrescribe) on a mobile data network. Clients, and Authorized End Users are responsible for ensuring use of the Application is in compliance with any terms of use imposed by a mobile device provider or mobile network provider, and all Authorized End Users will agree to the terms of use and other instruments presented when accessing iPrescribe.

7.4. RXNOTIFICATION

Clients and/or Authorized End Users shall 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 Clients. Clients and/or Authorized End Users shall indemnify, defend, and hold SSG and DrFirst harmless for any claims, actions, or liabilities against DrFirst arising from a violation of this section by Company's and/or its Authorized End Users.

Client and/or Authorized End Users shall ensure that the phone numbers provided for the patients who will receive text messages are complete and accurate.

8. GENERAL TERMS FOR ALL SERVICES

8.1. Influencing of Providers

Clients shall ensure that Authorized End Users do 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.

8.2. Availability of Data Sources

Client acknowledges and agrees that any pharmacy, pharmacy benefit manager, payor or plan may elect not to receive prior authorizations from Client's Authorized End Users. Company acknowledges and agrees that any pharmacy benefit manager, pharmacy, payor, or other source of data may be added to or deleted from Rcopia, inclusive of the POMP and iPrescribe at any time without prior notice to Client.

8.3. Audit Rights

Client shall allow DrFirst and Surescripts, without notice, the ability to access, inspect, and review all records related to information and data provided by or through the Surescripts network through the Module.

8.4. Medication History

Client and Authorized End User acknowledge and agree that the prescription benefit information provided is not accurate or complete, and that DrFirst, Surescripts, the pharmacy, pharmacy benefit manager, payor, or other data source provides no representations or warranties with respect to the accuracy or completeness of the prescription benefit or medication history information. Furthermore, Client releases and holds harmless, and shall by contract cause its Authorized End Users to release and hold harmless, SSG, DrFirst, Surescripts, and any other person or entity providing prescription benefit or medication history information from any liability, cause of action, or claim related to the completeness or lack thereof of the information. Client shall require its Authorized End Users to confirm this information with the patient before providing medical services and use his/her professional judgment in the provision of care.

Client and/or Authorized End Users agrees to obtain patient written? consent prior to requesting any medication history for that patient. Client acknowledges that the medication history service function within the Module shall be used only for those patients from whom Client has obtained the written

consent of the patient to access such patient's medication history. Other than in the course of treatment for the Client's patient, Client and/or its Authorized End Users shall not provide medication history information to any other person or entity for any reason whatsoever or use the medication history information for any other purpose. Client shall implement appropriate administrative, technical, and physical safeguards to prevent any use or disclosure of any data provided hereunder for any purpose not authorized by this Agreement. Client and/or Authorized End Users shall not use any medication history information for any reason, whether in aggregated form or otherwise, except for the sole purpose of treating a Client patient.