



**ADDENDUM TO THE ELEKTA
STANDARD TERMS AND CONDITIONS OF SALE
FOR ELECTRONIC PRESCRIPTION OF CONTROLLED
SUBSTANCES (EPCS) SYSTEM
WT1920DF**

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 Electronic Prescription of Controlled Substances (EPCS) system, owned by and supplied by DrFirst.com, Inc. (DrFirst), which system is accessed through Supplier's ePrescription software module.

1. Use of EPCS System. Subject to the following terms and conditions, and the Specific DrFirst EPCS Terms of Use in section 2 of this addendum, Customer is granted use of the EPCS system (including any enhancements, any additional functionality, or the improvement of an existing functionality) accessed through Supplier's ePrescription software. Customer understands and acknowledges that the EPCS system is licensed by IMPAC from DrFirst. Supplier is subject to the terms and conditions of that underlying technology vendor agreement governing the use of the EPCS system and, therefore, in the event that the underlying technology vendor agreement is terminated, then Supplier may terminate Customer's use of the EPCS system. Customer will under no circumstances use or allow any use of any data accessed by Customer through the EPCS system other than for the specific purpose identified herein and as consistent with all applicable law.

2. Specific DrFirst EPCS Terms of Use. Customer shall comply with all DrFirst documentation requirements. Customer shall retain sole possession of the OTP token, and will not share the login passphrase with any other person. Customer shall not allow any other person to use the OTP token or enter the login passphrase in order to sign controlled substance prescriptions. Customer understands that failure to secure the OTP token, login passphrase, or any biometric information may provide a basis for revocation or suspension of Customer's registration. Customer agrees to notify DrFirst and Supplier within one business day of discovery if: (a) Customer is contacted by a pharmacy because one or more of Customer's controlled substance prescriptions are displaying the incorrect U.S. Drug Enforcement Administration (DEA) number; (b) Customer discovers that one or more controlled substance prescriptions issued using Customer's DEA number were not consistent with the prescriptions Customer signed, or were not signed at all; or (c) Customer's OTP token has been lost, stolen, or the authentication protocol has been compromised in any way. Customer understands that Customer is responsible for any controlled substance prescriptions written using Customer's two-factor authentication credential. Customer understands that Customer has the same responsibilities when issuing electronic prescriptions for controlled substances as when issuing paper or oral prescriptions. Customer agrees to prescribe controlled substances only for legitimate medical purposes.

3. Security Requirements and Document Retention. Customer understands and acknowledges that the DEA, pursuant to 21 CFR 1311.115b, prohibits Customer from using a hard token that is on the same computer or device that the Customer is using to transmit a controlled substance prescription, and that token must meet at least the criteria of FIPS 140-2 Security Level 1 for cryptographic modules or one-time-password devices. Customer shall retain a copy of any security incident report for a minimum of 2 years filed with the DEA pursuant to 21 CFR 1311.150 and 1311.215, and shall promptly provide a copy of such security incident report to Supplier.

4. Ownership. Customer acknowledges that Supplier's ePrescription contains certain software licensed to Supplier by DrFirst. DrFirst retains all right, title, and interest, including without limitation, any and all ownership rights in and to the EPCS system or any component part thereof, and in any and all related patents, trademarks, copyrights, or proprietary or trade secret rights. The EPCS system and any and all copyrights and other proprietary rights therein are the exclusive property of DrFirst. Any rights not expressly granted to Customer under this Agreement and this addendum shall be retained by Supplier and DrFirst.

5. Confidentiality. Customer acknowledges that the non-disclosure and confidentiality provisions of Exhibit B, section 17, 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 DrFirst or Supplier to implement and use the EPCS system.