

ADDITIONAL TERMS & CONDITIONS FOR MODULES

Any modules Products purchased by Licensee shall be treated as a Service utilizing Software and the additional terms and conditions at the following link shall apply.

- a. EDI Services.** If Licensee purchases EDI Services on the Order Form, the following additional terms and conditions shall apply:
- i. The Eligibility Verification Services are provided in accordance with the terms of the Experian Health Customer Agreement at the following link: www.Brightree.com/contracts.
 - ii. Set-up fee will include an Implementation fee covering the first three (3) Branch Offices. An additional fee may apply for additional branches.
 - iii. Licensee shall be billed monthly in advance for its monthly subscription fee for the plan it selects starting on the date Licensee first uses EDI Services. Applicable Additional Claims, ERA Transactions, and Paper Claims will be invoiced on a monthly basis following the close of monthly activity.
 - iv. Payer connectivity is based on the respective ability of Change Healthcare Solutions, LLC and Experian Health to consummate ERA transactions for which they are responsible. Brightree Licensees may select payers from the applicable Payer List.
- b. Brightree Document Management (BDM) Solution.** If Licensee purchases the Brightree Document Management (“BDM”) Solution on the Order Form, the following additional terms and conditions shall apply:
- i. The BDM Monthly Fee is based on Licensee’s concurrent users of the Brightree BSP Services. Licensee is being granted two (2) BDM solution users for every three (3) Brightree BSP Services concurrent users it licenses under this Agreement.
 - ii. Licensee shall be responsible for the cost of, and for providing, its own scanning equipment. Licensee acknowledges that a scanner with a TWAIN driver is needed to operate the BDM solution as designed. Brightree makes no warranty that Licensee’s scanning equipment will work or work properly with the BDM solution.
 - iii. Licensee is responsible for scanning and indexing documents, and for the accuracy of data input into the BDM solution. Once scanned, Licensee is responsible for the proper assignment and indexing of documents within its Brightree System, whether the assignment is made automatically by the BDM solution or manually by Licensee.
 - iv. All images and related index data are the property of Licensee and shall be returned to Licensee in a commercially reasonable media within ninety (90) days after the termination of this Agreement upon payment of an image return fee in the amount of three (3) times the final BDM Monthly Fee.
- c. Brightree Connect Solution.** If Licensee purchases the Brightree Connect Solution on the Order Form, the following additional terms and conditions shall apply:
- i. Licensee understands that an “Active” patient is defined as a patient who is subscribed into the Brightree IntelligentQ™ system. Patients will remain in Active status for a minimum of three (3) months.
 - ii. Licensee shall be charged the greater of (a) the aggregate of Fees per Active patient per month multiplied by the number of Active patients on Automated Calls, Guided Calls and on patient email on the Brightree Connect solution per applicable survey type, or (b) the minimum monthly fee. Implementation of each branch in excess of ten (10) may incur an additional fee. The 1st Toll-Free number is no charge, but each additional Toll-Free number will incur an additional fee.
 - iii. Licensee must attend information gathering sessions, complete a pre-implementation questionnaire, assist Brightree in defining user permissions, provide additional information to Brightree as needed so accurate configuration and subscription can be completed, and attend end user training for go live. Estimated Licensee time commitment is eight (8) hours but may vary depending on Licensee size. Licensee consents to Brightree providing Ongoing Optimization Services related to the use of the Brightree Connect solution in its Brightree database.
 - iv. Licensees of the email and online portal agree that Brightree may send electronic communications to and from their customers or patients utilizing the email address on file for that customer or patient on the Brightree System. Licensee covenants and agrees to only utilize the email function of Brightree Connect in compliance with U.S. federal, state and local laws, including the CAN-SPAM Act of 2003, the Restore Online Shoppers’ Confidence Act and other similar laws. Licensee shall not place anything in a patient email containing material that is obscene, threatening, harassing, libelous or that violates any law or the intellectual rights of any third party.
- d. Brightree SNAP Solution.** If Licensee purchases the Brightree SNAP solution (“SNAP”) on the Order Form, the following additional terms and conditions shall apply:
- i. Licensee understands that an “Active Patient” is defined as a patient for whom CPAP supplies have been ordered from Licensee through the SNAP solution or through any other product, service or other means at any point in a rolling twelve (12) month period.
 - ii. The fees shall be paid during the Term as follows: (1) for the first month of the Term, Licensee will be invoiced at the Per Active Patient Per Month rate set forth on the Order Form (the “Rate”) multiplied by 1/3 of the total Active Patients during the previous twelve (12) month period (the “Measurement Period”); (2) for the second month of the Term, Licensee will be invoiced at the Rate multiplied by 2/3 of the total Active Patients during the Measurement Period; and (3) for the third month and remainder of the Term, Licensee will be invoiced at the Rate multiplied by all Active Patients during the Measurement Period.
 - iii. Licensee must attend information gathering sessions, help with payer and user rule set-up and have all appropriate personnel attend user training prior to go-live. Licensee acknowledges and agrees that it is responsible for its setup of the SNAP solution and any directions it provides to its employees or agents through their utilization of the SNAP solution.

- iv. Licensees of the SNAP solution agree, by executing below, that Brightree may send electronic communications to and from their patients or their appointed designees utilizing the e-mail address or the SMS text address on file for that patient in the SNAP solution. Licensee covenants and agrees to only utilize the email and text functions of the SNAP solution in compliance with U.S. federal, state and local laws, including the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Restore Online Shoppers' Confidence Act and other similar laws. Licensee shall not place anything in a patient email or text message containing material that is obscene, threatening, harassing, libelous or that violates any law or the intellectual rights of any third party.
- e. **MyForms.** If Licensee purchases MyForms on the Order Form, the following additional terms and conditions shall apply:
 - i. Licensee is entitled to a discount on MyForms subscription fees when it also subscribes to the BDM solution.
 - ii. Brightree reserves the right to take all actions, including the immediate termination of Licensee's access to the MyForms solution, which it believes to be necessary to comply with applicable laws, regulations, rulings and its own internal policies. Licensee may not use or access the MyForms solution in any way that, in Brightree's sole discretion, adversely affects the performance or function of the MyForms solution or interferes with the ability of other authorized parties to access the MyForms solution. Brightree reserves the right to suspend Licensee's access or use should it suspect any danger of compromise of the MyForms solution.
- f. **Advanced Analytics.** If Licensee purchases the Brightree Advanced Analytics solution ("Advanced Analytics") on the Order Form, the following additional terms and conditions shall apply:
 - i. Licensee understands and agrees that the Advanced Analytics solution runs off a snapshot of Licensee's data and not off of Licensee's live database in the Software. Reports run off of the two (2) platforms may produce different results.
 - ii. Advanced Analytics (ReSupply Analytics) solution is provided at no charge so long as Licensee remains a ReSupply LiveCall customer in good standing. If Licensee cancels or does not renew ReSupply LiveCall, its subscription fees will increase to Brightree's then-current monthly fee being assessed for the Advanced Analytics (ReSupply Analytics) solution. If Licensee cancels ReSupply LiveCall, Licensee may provide written notice of termination of this Order Form to Brightree.
 - iii. Licensee's Advanced Analytics (Revenue Cycle Analytics) solution monthly fees shall be discounted if Licensee is a Client in good standing with Brightree LLC for billing services. If Licensee cancels or does not renew billing services with Brightree LLC, its monthly fees will increase to the then-current monthly fee being assessed for the Advanced Analytics (Revenue Cycle Analytics) solution.
- g. **Web Services API.** If Licensee purchases the Brightree Web Services API ("Web Services API") on the Order Form, the following additional terms and conditions shall apply:
 - i. If Brightree, in its sole discretion, determines that Licensee intends to utilize the Web Services API to interface with any solution beyond those stated in its application, it may terminate Licensee's access to the Web Services API by notifying Licensee, and it may retain the System Integration Fee to cover its costs of providing the services described in relation to that Fee above.
 - ii. Licensee must utilize technical resources familiar with modern web-based integration technologies including SOAP based web services and must utilize either the Brightree primary key or the prior system key when accessing data utilizing the Web Services API. Licensee is responsible for data integrity including the appropriate uniqueness of prior system key fields on Web Services API enabled data entities. Licensee will access the Web Services API within the message size and transaction count boundaries defined by Brightree.
 - iii. Licensee understands and agrees that any development by Licensee in relation to the Web Services API will be considered Work Product and that Licensee does not have the right to market, sublicense, resell, redistribute, or otherwise provide or allow any party other than Licensee and its Users to have access to, or use of, any development created hereunder.
- h. **eFax.** If Licensee purchases the Brightree Electronic Fax Services solution ("eFax") on the Order Form, the following additional terms and conditions shall apply:
 - i. This Agreement incorporates, and the eFax services delivered hereunder shall be governed by, the terms of this Agreement and the J2 Cloud Services, LLC End User License Agreement provided at the following link: www.Brightree.com/contracts.
- i. **Brightree Mobile Delivery.** If Licensee purchases the Brightree Mobile Delivery ("MD") solution on the Order Form, the following additional terms and conditions shall apply:
 - i. Brightree shall provide telephone support at 470-769-8900 or by e-mail at mdsupport@brightree.com between the hours of 8:00 AM and 6:00 PM Eastern Time.
 - ii. Licensee is responsible for procurement of all mobile and wireless data services and for payment of any charges for those services incurred as a result of its use of the MD solution.
 - iii. Licensee shall maintain accurate records of the location of all copies of the software component of the MD solution and deliver such information to Brightree upon request.
 - iv. The MD solution includes functionality that enables Licensee or its Users to send electronic communications via e-mail to third parties. Licensee covenants and agrees to only utilize the e-mail function of the MD solution in compliance with U.S. federal, state and local laws, including the CAN-SPAM Act of 2003, the Restore Online Shoppers' Confidence Act and other similar laws. Licensee shall not place anything in an e-mail containing material that is obscene, threatening, harassing, libelous or that violates any law or the intellectual rights of any third party. Licensee is solely responsible for content sent over the MD solution by itself or any third party to which it connects. Licensee shall be solely responsible for determining whether any necessary information, consent or authorization is necessary to support those communications. Licensee shall, at its expense, defend, indemnify and hold harmless Brightree from any and all claims or damages arising from or related to such communications.

- v. TO THE EXTENT THE MD SOLUTION INCLUDES ROUTING, MAPPING OR NAVIGATION FUNCTIONALITY, BRIGHTREE AND ITS SUPPLIERS MAKE NO WARRANTY ABOUT THE ACCURACY, COMPLETENESS, OR EFFICIENCY OF ANY LOCATIONS, DIRECTIONS OR ROUTINGS PROVIDED. ACTUAL, REAL WORLD CONDITIONS MAY VARY FROM THE MAP DATA USED IN THE MD SOLUTION. BRIGHTREE DOES NOT WARRANT THAT RESULTS GENERATED BY THE MD SOLUTION ARE APPLICABLE TO ANY PARTICULAR CLASS OR CATEGORY OF VEHICLE OR CARGO. LICENSEE AND ITS USERS MUST EXERCISE INDEPENDENT JUDGMENT WHEN DRIVING VEHICLES. BRIGHTREE MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE TIMELINESS OF DELIVERY OR THE SECURITY OF COMMUNICATIONS TRANSMITTED OVER E-MAIL.
- j. Patient Hub by Brightree.** If Licensee purchases the Patient Hub by Brightree (“**Patient Hub**”) solution on the Order Form, the following additional terms and conditions shall apply:
- i. Patient Hub is not a medical record or document repository. All written messages and messages with attached images sent or transmitted through Patient Hub will be transferred to your Brightree System automatically. All images used in messages will be deleted from Patient Hub by Brightree and the Brightree System ninety (90) days after receipt. Licensee is responsible for determining whether any images that Licensee receives through Patient Hub should be incorporated into Licensee’s medical record associated with the patient and retained as such. If Licensee determines that images should be incorporated into Licensee’s official medical record, Licensee is responsible for transferring those images to Licensee’s BDM system within ninety (90) days of receipt. If Licensee does not have BDM, Licensee acknowledges that they are responsible for transferring those images to Licensee’s own document repository.
- k. Brightree ePrescribe Services.** Licensee may utilize Brightree ePrescribe Services to automatically receive referrals electronically. If Licensee chooses to do so, referrals may be accepted from multiple available vendors (“**ePrescribe Vendor**”) in the discretion of Licensee following participation in an enrollment process.
- i. If Licensee so engages, then Licensee acknowledges that Brightree has no liability to Licensee whatsoever for the accuracy of information received from any ePrescribe vendor.
 - i. Applicable vendor terms may be subject to an End User License Agreement specific to that vendor which are available at www.brightree.com/contracts.
 - ii. Licensee acknowledges that: (a) ePrescribe Vendor provides the platform that is utilized by Licensee for the production of the data being pushed into the Brightree Software, (b) Brightree has entered into a Web Services License Agreement with ePrescribe Vendor (“**WSLA**”), and (c) the ePrescribe Service will terminate upon termination of the license provided by the WSLA.
 - iii. Brightree will enable the use of an interface between the ePrescribe Vendor software platform and the Brightree software to enable the passage of data to and from Licensee’s Brightree database.
 - IV. BRIGHTREE SHALL NOT BE RESPONSIBLE FOR LICENSEE’S SET UP WITH EPREScribe VENDOR OR FOR THE QUALITY OR INTEGRITY OF THE DATA DELIVERED BY EPREScribe VENDOR, WHICH IS TO BE PASSED THROUGH TO LICENSEE “AS IS”.
- l. Brightree Digital Experience (“DX”) solution.** If Licensee purchases the Brightree Digital Experience (“DX”) solution(s) on the Order Form, the following additional terms and conditions shall apply:
- i. Licensee shall start incurring subscription fees on the Billing Start Date for Recurring Invoiced Fees listed on the Order Form or such earlier date [for Texting Orchestrator Fees only] that Licensee causes the Texting Orchestrator to send its first text.
 - ii. **Doc Request** means one or more documents sent using a single Secure Send. Documents that are signed electronically but are not sent electronically via Secure Send will be billed as a Doc Request.
 - iii. **Text(s)** include opt-in texts, auto responses, inbound and outbound.
 - iv. Brightree reserves the right to take all actions, including the immediate termination of this DX solution, which it believes to be necessary to comply with applicable laws, regulations, rulings, and its own internal policies. Licensee may not use or access the Brightree DX solution in any way that, in Brightree’s sole discretion, adversely affects the performance or function of the Brightree DX solution or interferes with the ability of other authorized parties to access the Brightree DX solution. Brightree reserves the right to suspend Licensee’s access or use should it suspect any danger of compromise of the Brightree DX solution. Licensee acknowledges that the rights provided to Licensee hereunder are subject to Brightree’s license from a third party vendor (“Vendor”). Any termination of Brightree’s license from such Vendor shall result in the termination of DX. Brightree shall have no liability to Licensee in the event of such termination or as a result of any disruption in service from Vendor.
- v. Licensee agrees that Brightree may send electronic communications to and from their patients or their appointed designees utilizing the e-mail address or the SMS text address on file for that patient in the Brightree DX solution. Licensee shall procure, provide and maintain all permits, approvals, consents, licenses, permissions and authorizations necessary for the proper performance of the Brightree DX solution and provision of texts including opt-ins, auto responses, inbound and outbound according to all applicable laws including, but not limited to, the CAN-SPAM Act of 2003, the Telephone Consumer Protection Act, the Restore Online Shoppers’ Confidence Act and other similar laws.
- m. RelayHealth Connection Services.** If Licensee purchases the RelayHealth Connection Services (“**RH Services**”) on the Order Form, the following additional terms and conditions shall apply:
- i. Licensee acknowledges and agrees that the rights provided to Licensee hereunder are subject to Brightree’s license from RelayHealth. Any termination of Brightree’s license from RelayHealth shall result in the termination of the RH Services. Brightree shall have no liability to Licensee for Licensee’s loss of or inability to use the RH Services, business interruption or otherwise in the event of such termination or as a result of any disruption in service from RelayHealth.
 - ii. Licensee represents and warrants to Brightree that it has a valid NCPDP Provider Identification Number and is a business licensed to dispense medication.

- iii. Licensee represents and warrants that it has read the RelayHealth Intelligent Network Services End User License Agreement (“EULA”) available at www.brightree.com/contracts (accessed with Password: BTinfusion) and agrees to all of the terms therein, including those with respect to the confidentiality of information delivered to it as a result of any use of the RelayHealth Patient Rx program.
- iv. If Licensee orders Patient Assistance Rx on the Order Form, Licensee acknowledges that it has read and agrees to the terms set forth in Exhibits 1 and 2 of the EULA related to Patient Assistance Rx Services.
- v. Licensee acknowledges that Brightree has no liability to Licensee whatsoever for the accuracy of information received, payment of claims or transactions made possible by its provision of RH Services. Brightree is not responsible for the acts or omissions of RelayHealth.