ADDITIONAL TERMS & CONDITIONS FOR MODULES

Any modules/Products purchased by Licensee/Client from Brightree/Company shall be treated as a Service utilizing Software and these additional terms and conditions shall apply.

a. EDI Services. If Client purchases EDI Services on the Order, the following additional terms and conditions shall apply:

i. The Eligibility Verification Services are provided by Inovalon in accordance with the terms of the agreement between Brightree and Inovalon.
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. Client shall be billed monthly in advance for its monthly subscription fee for the plan it selects starting on the date that Client is first enrolled in EDI Services. Applicable Additional Claims, ERA Transactions, and Paper Claims will be invoiced on a monthly basis following the close of monthly activity starting when Client first processes a transaction.
iv. Payer connectivity is based on the respective ability of Change Healthcare Solutions, LLC and Inovalon to consummate transactions for which they are responsible. Clients may select payers from the applicable Payer List.

b. EDI File Transfer. If Client purchases EDI File Transfer on the Order, the following additional terms and conditions shall apply:

i. The One Time Fee includes setup and maintenance of Brightree's EDI File Transfer contracted per EDI connection.
ii. Client shall be billed monthly for continued access.
iii. Brightree provides access to Processed Medicare and Commercial EDI (837, 835, 277 & 999) File Exchange, and ability to upload EDI (835) files to Client's Brightree database and Client's Sandbox database.
iv. Brightree will send and retrieve the above referenced EDI files to/from a secure FTP site setup and maintained by Client. Brightree only processes 835 files with Service Line Level data (SVC segment in Loop2110).
v. **IMPORTANT NOTE:** Client responsible to create secure FTP site. This site must be set up as a standard port. Both port 22 & 443 are supported by Brightree for this process.
vi. Brightree will provide process documentation for Client on access to EDI File Transfer requirements.
vii. Brightree will provide Client with access to Client's Brightree Medicare & Commercial eClaims files created by Brightree. Please note that these are 'as-is' files in the file structure used by Brightree to store Client's eClaims files.

c. Brightree Document Management (BDM) Solution. If Client purchases the Brightree Document Management ("**BDM**") Solution on the Order, the following additional terms and conditions shall apply:

i. The BDM Monthly Fee is based on Client's concurrent users of the Brightree BSP Services. Client is being granted two (2) BDM solution users for every three (3) Brightree BSP Services concurrent users it licenses under this Agreement.
ii. Client shall be responsible for the cost of, and for providing, its own scanning equipment. Client acknowledges that a scanner with a TWAIN driver is needed to operate the BDM solution as designed. Brightree makes no warranty that Client's scanning equipment will work or work properly with the BDM solution.
iii. Client is responsible for scanning and indexing documents, and for the accuracy of data input into the BDM solution. Once scanned, Client 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 Client.
iv. All images and related index data are the property of Client and shall be returned to Client 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.
v. Implementation for the BDM Solution includes web-based training, best practices user guide, and an end user guide.
vi. Client must complete assigned eLearning and review user guides in preparation for live training sessions.
vii. Client must attend live train the trainer sessions and train end users prior to go live.

d. Brightree Connect Solution. If Client purchases the Brightree Connect Solution on the Order, the following additional terms and conditions shall apply:

i. Client 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. Client 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. Client must attend information gathering sessions, complete a pre-implementation questionnaire, assist Brightree in defining user permissions, provide additional information to Brightree as needed for accurate completion of configuration/subscription and attend end user training for go live. Estimated Client time commitment will vary depending on Client size, accuracy of client data, and complexity of the implementation.
iv. Client consents to Brightree providing ongoing optimization services related to the use of the Brightree Connect Solution in its Brightree database.
v. Clients 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. Client 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. Client 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.

e. Brightree SNAP Solution and Resupply Essentials. If Client purchases the Brightree SNAP Solution ("**SNAP**") or Resupply Essentials on the Order, the following additional terms and conditions shall apply:

i. Client understands that a "**SNAP Billable Patient**" is defined as a patient with the ability to place an order as determined by SNAP (i.e. patients that have no inactive type reason or an inactive type reason that is set to allow electronic communication which enables that group of patients to order electronically) through any of the ordering modalities (currently: calling, email, text, app, and portal). This applies only to patients that have had a supplies order in the last twelve (12)months.

ii. The fees shall be paid during the Term as follows: Client will be invoiced at the Per SNAP Billable Per Month rate set forth in the Order (the "**Rate**") multiplied by the total number of SNAP Billable Patients during the previous twelve (12) month period (the "**Measurement Period**").

iii. Client 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. Client acknowledges and agrees that it is responsible for its setup of the SNAP Solution or Resupply Essentials and any directions it provides to its employees or agents through their utilization of the SNAP Solution or Resupply Essentials.

iv. Clients of the SNAP Solution or Resupply Essentials 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 or Resupply Essentials. Client covenants and agrees to only utilize the email and text functions of the SNAP Solution or Resupply Essentials 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. Client 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.

f. Brightree Rules Engine ("BRE") aka Validation Rules Set. If Client purchases Validation Rules Set Training and Activation on the Order, the following additional terms and conditions shall apply:

i. Client understands that the BRE functionality will allow them to create and apply certain validation rules on sales orders.

ii. BRE solution implementation includes up to three (3) hours of training and consulting to a limited number of employees of Client on the implementation and use of the functionality that will allow them to create and apply certain validation rules on sales orders.

iii. BRE solution implementation includes the use of a testing sandbox database for 45 days.

iv. Client acknowledges and agrees that upon completion of training, Brightree will activate the Validation Rules Set in Client's production database.

v. Disclaimer: Client hereby acknowledges and agrees that the Validation Rules Set will allow its employees to modify the standard methods by which sales orders may be confirmed and printed. Client understands and agrees that any modifications it makes using the Validation Rules Set may affect its ability to bill land collect moneys. Brightree is not responsible for (a) any changes to the setup of rules affecting the BSP services that are made by Client, (b) the way Client's use of the Validation Rules Set causes sales orders to be confirmed or printed or (c) for any resulting impact on Client, its business, or its ability to bill or collect from its customers. Client shall be fully responsible for, and Brightree shall bear no liability for, any changes made by Client or its employees to the setup or use of Client's BSP Services through the use of the Validation Rules Set or otherwise, or for any effects of those changes to Client or its business. Brightree may bill Client for any time spent attempting to restore or correct changes made by Client or its employees using the Validation Rules Tool at the standard hourly rate of $220/hour.

g. MyForms. If Client purchases MyForms on the Order, the following additional terms and conditions shall apply:

i. Client 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 Client's access to the MyForms solution, which it believes to be necessary to comply with applicable laws, regulations, rulings and its own internal policies. Client 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 Client's access or use should it suspect any danger of compromise of the MyForms solution.

iii. Brightree MyForms solution implementation includes configuration support and training.

iv. Client must complete assigned eLearning and review user guides in preparation for live training sessions.

v. Client must attend live train the trainer sessions and train end users prior to go live.

vi. Client acknowledges and agrees that it is responsible to provide PDF documents to build during training sessions, complete setup and form building homework.

vii. Client acknowledges and agrees that it is responsible to build all forms.

h. Advanced Analytics. If Client purchases the Brightree Advanced Analytics solution ("**Advanced Analytics**") on the Order, the following additional terms and conditions shall apply:

i. Client understands and agrees that the Advanced Analytics solution runs off a snapshot of Client's data and not off of Client'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 Client remains a ReSupply LiveCall customer in good standing. If Client 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 Client cancels ReSupply LiveCall, Client may provide written notice of termination of this Order Form to Brightree.

iii. Client's Advanced Analytics (Revenue Cycle Analytics) solution monthly fees shall be discounted if Client is a Client in good standing with Brightree LLC for billing services. If Client 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.

iv. Advanced Analytics implementation includes configuration support, profile creation and training.

v. Client acknowledges and agrees to attend all training sessions delivered by the Brightree trainer.

i. Web Services API. If Client purchases the Brightree Web Services API ("**Web Services API**") on the Order, the following

additional terms and conditions shall apply:

i. If Brightree, in its sole discretion, determines that Client intends to utilize the Web Services API to interface with any solution beyond those stated in its application, it may terminate Client's access to the Web Services API by notifying Client, and it may retain the system integration fee to cover its costs of providing the services described in relation to that fee above.

ii. Client 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. Client is responsible for data integrity including the appropriate uniqueness of prior system key fields on Web Services API enabled data entities. Client will access the Web Services API within the message size and transaction count boundaries defined by Brightree.

iii. Client understands and agrees that any development by Client in relation to the Web Services API will be considered Work Product and that Client does not have the right to market, sublicense, resell, redistribute, or otherwise provide or allow any party other than Client and its Users to have access to, or use of, any development created hereunder.

iv. API services include environment setup, orientation session, integration support and pre-production technical review. Technical review can be provided by the Brightree product manager if requested by the Client.

i. eFax. If Client purchases the Brightree Electronic Fax Services solution ("**eFax**") on the Order, 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.

ii. Both Monthly Fee and Transactional Fee Start Date based on earlier of Subscription Start Date or usage.

j. Brightree Mobile Delivery. If Client purchases the Brightree Mobile Delivery ("**MD**") solution on the Order, 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. Client 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. Client 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 Client or its Users to send electronic communications via e-mail to third parties. Client 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. Client 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. Client is solely responsible for content sent over the MD solution by itself or any third party to which it connects. Client shall be solely responsible for determining whether any necessary information, consent or authorization is necessary to support those communications. Client 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 class or category of vehicle or cargo. client 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.

vi. MD implementation services include training, standard and custom form creation (up to 5 custom forms) and go-live support.

vi. Client must complete a pre-implementation questionnaire, attend information gathering sessions, 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 Client time commitment will vary depending on Client size.

vii. Client consents to Brightree providing ongoing optimization services related to the use of the MD solution in its Brightree database.

viii. Transferring and refreshing of data between MD production and training databases is available at an additional charge. Each refresh from the production database shall be an additional cost. A monthly fee will be incurred for access to the MD Sandbox database (up to 10 concurrent users).

k. Patient Hub by Brightree®. If Client purchases the Patient Hub by Brightree ("**Patient Hub**") solution on the Order, 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. Client is responsible for determining whether any images that Client receives through Patient Hub should be incorporated into Client's medical record associated with the patient and retained as such. If Client determines that images should be incorporated into Client's official medical record, Client is responsible for transferring those images to Client's BDM system within ninety (90) days of receipt. If Client does not have BDM, Client acknowledges that they are responsible for transferring those images to Client's own document repository.

ii. Either party may terminate Patient Hub upon thirty (30) days' prior written notice to the other party.

iii. Patient Hub implementation includes a remote webinar, self-study and web resources.

iv. Customer-specific customized training is available if included on the Order.

l. Brightree ePrescribe Services. Client may utilize Brightree ePrescribe Services to automatically receive referrals electronically. If Client chooses to do so, referrals may be accepted from multiple available vendors ("**ePrescribe Vendor**") in the discretion of Client following participation in an enrollment process.

i. If Client so engages, then Client acknowledges that Brightree has no liability to Client whatsoever for the accuracy of information received from any ePrescribe Vendor.
ii. Applicable vendor terms may be subject to an End User License Agreement specific to that vendor which are available at www.brightree.com/contracts.
iii. Client acknowledges that: (a) ePrescribe Vendor provides the platform that is utilized by Client 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.
iv. 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 Client's Brightree database.
v. Brightree shall not be responsible for Client'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 Client "AS IS".
vi. Both Monthly Fee and Transactional Fee Start Date based on earlier of Subscription Start Date or usage.
vii. ePrescribe implementation services include configuration, support and training.
viii. Client may discontinue use of the Brightree ePrescribe Services upon thirty (30) days' written notice to Brightree.

m. GoScripts Solution. If Client purchases the Brightree GoScripts solution on the Order, the following additional terms and conditions shall apply:

i. Client shall start incurring subscription fees on the Start Date listed on the Order.
ii. Client's right to utilize GoScripts commences on the date signed by Brightree on the Order and remains in effect on a month-to-month basis until terminated by either party by providing the other with thirty (30) days written notice of termination.
iii. "Engaged Referral Users" means any referral user, physician or staff member that sends an order to an HME subscriber to GoScripts or has an order submitted to them by an HME subscriber to GoScripts in the month preceding the invoicing.
iv. "Referral Documentation" means documentation transmitted from Engaged Referral Users for the purposes of meeting insurance qualification and documentation requirements.
v. Client represents and warrants that it has obtained and will maintain all permissions, authorizations and appropriate consents from its patients required under HIPAA, as amended, and related regulations for the transmission, storage, retrieval, access, use and/or disclosure of protected health information of patients related to the use of GoScripts.
vi. Client represents and warrants that it will not upload, submit or post to GoScripts any illegal, false, inaccurate, misleading, defamatory, or libelous content, photos, script, text or items (including any personal or confidential information belonging to any other person), other than health information as authorized by such person and in compliance with applicable law.
vii. Client acknowledges and agrees that all electronic signatures on documents utilized within GoScripts are the responsibility of Client and that Brightree does not represent or warrant that electronically signed documents will be accepted by any payor.
viii. Brightree reserves the right to take all actions, including the immediate termination of the Order, which it believes to be necessary to comply with applicable laws, regulations, rulings and its own internal policies. Brightree reserves the right to suspend Client's access or use or the access or use of any referral user, physician or staff member should it suspect any danger of compromise of GoScripts.
ix. GoScripts implementation services include configuration support and training.

n. Brightree Digital Experience ("DX") Solution. If Client purchases the Brightree Digital Experience ("**DX**") solution(s) on the Order the following additional terms and conditions shall apply:

i. Client shall start incurring subscription fees on the Billing Start Date for Recurring Invoiced Fees listed on the Order or such earlier date [for Texting Orchestrator fees only] that Client 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. DX Campaigns is an enhancement included in Texting Orchestrator at no additional cost which gives Client the ability to create custom DX text message templates that are saved and can be used without needing a Sales Order Work in Progress or Intake Status change to send.
v. Texting Orchestrator implementation will be delivered via group webinar for Brightree administrators on best practice configuration and management of patient communication.
vi. Client must complete assigned eLearning in preparation for live training sessions.
vii. Brightree eForms implementation includes configuration, training and consulting on forms customization and development up to hours on Order.
viii. Client must complete assigned eLearning in preparation for live training sessions.
ix. Client must attend live train the trainer sessions and train end users prior to go live.
x. Client acknowledges and agrees that it is responsible to provide PDF documents to build during training sessions, complete setup and form building homework.
xi. Client acknowledges and agrees that it is responsible to build all forms.
xii. 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. Client 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 Client's access or use should it suspect any danger of compromise of the Brightree DX solution. Client acknowledges that the rights provided to Client 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 Client in the event of such termination or as a result of any disruption in service from Vendor.
xiii. Client 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. Client 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.

o. RelayHealth Connection Services. If Client purchases the RelayHealth Connection Services ("**RH Services**") on the Order, the following additional terms and conditions shall apply:

i. Client acknowledges and agrees that the rights provided to Client 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 Client for Client'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. Both Monthly Fee and Transactional Fee Start Date based on earlier of Subscription Start Date or usage.

iii. Client represents and warrants to Brightree that it has a valid NCPDP Provider Identification Number and is a business licensed to dispense medication.

iv. Client 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.

v. If Client orders Patient Assistance Rx on the Order, Client acknowledges that it has read and agrees to the terms set forth in Exhibits 1 and 2 of the EULA related to Patient Assistance RxServices.

vi. Client acknowledges that Brightree has no liability to Client 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.

vii. RH Services implementation includes training to support integration.

p. Brightree ReSupply LiveCall. If Client purchases Brightree ReSupply LiveCall Services ("**LiveCall**") on the Order, the following additional terms and conditions shall apply:

i. Brightree will provide live calling services to attempt to capture CPAP resupply orders including (a) one (1) toll-free phone number, (b) up to four (4) phone calls per patient to obtain replenishment consent and (c) Brightree will generate thirty (30) day report detailing patient outcomes and trends.

ii. The Transactional Fee per Active Patient enrolled in a LiveCall campaign during the prior calendar month with a minimum of enrolled patients per month as indicated on the Order at a minimum monthly charge. Client may not reduce the number of patients enrolled in a LiveCall campaign by more than the minimum number of enrolled patients in any calendar month.

iii. Advanced Analytics (ReSupply Analytics) solution is provided at no charge as long as Client remains a ReSupply LiveCall customer in good standing. If Client 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 Client cancels ReSupply LiveCall, Client may provide written notice of termination of the Order to Brightree.

iv. Client acknowledges that Brightree personnel shall be granted permissions to access Client's Brightree database so that they can perform LiveCall Services hereunder.

q. Brightree Branch Security Lite. If Client purchases Brightree Branch Security Lite Services (**"BSL"**) on the Order, the following additional terms and conditions shall apply:

i. The BSL functionality provides branch level security for intake functions such as: Patient Maintenance, Order Intake, Delivery Confirmation and Submission or Printing of Claims, Invoices and Summary Statements for patients. Brightree will activate the BSL functionality upon its receipt of Client's fully executed Order. It is the responsibility of Client to set up appropriate permissions to protect its data. Brightree will provide Client with documentation to assist Client in setting restricted permissions for third party users within the System. Client assumes full responsibility and all liability for the configuration of the permissions in its system to secure the display of, and protection of, its data.

ii. Some areas within the Brightree System must be secured by the function, rather than by the branch, including, but not limited to: payments and ERN posting. Since they cannot be managed by the branch, permission to these areas must be denied to maintain patient security.

iii. Data files such as: Doctors, Insurance, Facilities, Marketing Reps, Practitioners and Inventory Catalog are not branch specific, so the data is available to all Brightree users. Permission can be set for those data files to "Read-Only" to allow viewing only, without the ability to add to or change those record sets.

iv. Critical data such as the Executive Dashboard, GL Reporting, Inventory control and Security are not filtered by branch, and should therefore be maintained and reviewed only at an executive level. Permission should be set to DENIED for third party users.

v. Brightree strongly recommends that Client monitor, and as necessary test, its permissions and security settings after each update to its system to ensure that its permissions and settings are adequately protecting its data.

vi. BSL implementation includes activation and training for internal company branch use.

r. Brightship. If Client purchases Brightree Brightship Services ("**Brightship**") on the Order, the following additional terms and conditions shall apply:

i. The Brightship Client application is the component of Brightship that resides on a Brightree customer's internal Windows server or desktop PC and coordinates the flow of data between Brightree and the local Brightship database.

ii. Each shipping vendor's software contains different fields and variables, and it is the Client's responsibility to work with each shipping vendor for support on reading the tracking data and/or writing the tracking data back to Brightship.

iii. The Brightship Client application needs to be installed on a server or PC where it has access to both the Brightree external API and the local SQl server.

iv. Brightree implementation services include development support for integration and training.

s. Brightree Point-of-Sale. If Client purchases Brightree Point-of-Sale Services ("**POS**") on the Order, the following additional terms and conditions shall apply:

i. Client is responsible to procure certified hardware. The list is located at www.brightree.com/poshardware.
ii. Client is responsible to complete the Brightree POS activation and bank authorization forms.
iii. Brightree POS implementation services include training once the activation is completed.

t. Brightree Integrated Credit Card Payments. If Client purchases Brightree Credit Card Payments on the Order, the following additional terms and conditions shall apply:

i. Client shall be responsible for the cost of, and for providing, a dedicated PC for each retail workstation which must be running Windows 7, 8.1 or 10.
ii. Client shall be responsible for the cost of, and for providing, an encrypted card reader from WorldPay for each retail terminal location.
iii. To run Credit Card Payments in a non-retail environment where credit cards will be swiped, Client will be responsible for an encrypted card reader from Worldpay.
iv. Client shall be responsible to complete and submit activation and payment authorization form.
v. Brightree implementation services include validation of Worldpay connection, and configuration support and training.

u. Data as a Service. If Client purchases the Brightree Data as a Service ("**DaaS**") solution on the Order, the following additional terms and conditions shall apply:

i. The Term for this service commences on the date the Order is signed by Brightree and remains in effect for a minimum of one (1) year. Following that period, Client's right to utilize the DaaS solution shall automatically renew and continue to renew in conjunction with the Term (as defined in the Agreement) unless either party provides the other with ninety (90) days written notice of termination prior to the end of the then current Term of the Agreement.
ii. Client shall start incurring the Fees on the date Brightree signs the Order Brightree reserves the right to modify the Fees upon written notice to Client. All Fees and other charges are due and payable to Brightree within thirty (30) days of the invoice date. Applicable usage charges will be billed based on the rates set forth in the Order Form. Recurring usage fees for the first Brightree product or module provisioned through DaaS are subject to a $500 monthly minimum, and each additional Brightree product or module is subject to a $250 monthly minimum.
iii. Data appearing in the DaaS solution shall be copied form the Brightree Software. Any data added to the DaaS solution will not be pushed back into the Brightree Software. This solution is not intended to allow data in the Brightree Software to be modified outside of the application. If Client wants additional data loaded into the DaaS solution, it will be confined to an affiliate database. Client understands and agrees that the DaaS solution runs on a snapshot of Client's data and not on the Client's live database in the Brightree Software. Reports run from the two platforms may produce different results. Client acknowledges that the DaaS solution does not contain the same audit capabilities as the Brightree Software.
iv. The Order, when executed by Client and accepted by Brightree, provides a limited license to use the DaaS solution pursuant to the forms herein and in the Agreement. Client understands and agrees that any development by Client in relation to the services contemplated under the Order, including without limitation, the DaaS solution, will be considered Work Product under the terms of the Agreement and that Client does not have the right to market, sublicense, resell, redistribute, or otherwise provide or allow any party other than Client and its Users to have access to, or use of, the DaaS solution or any development created hereunder. Client understands and agrees that any intellectual property rights not expressly granted to Client herein with respect to the DaaS solution are reserved to Brightree.
v. Client is responsible for maintaining the privacy and security of Client-managed accounts. Client must implement a user access management policy and/or enabling Multi Factor Authentication (MFA), and whitelisting IP addresses.
vi. Client must promptly inform Brightree of any suspected and/or actual security incidents or vulnerabilities related to Brightree's products. Client must provide this information in a timely manner and provide all necessary support for Brightree to conduct a reasonable investigation.
vii. In the event Brightree identifies suspicious activities within Client's account, Brightree may take immediate action to reduce the risk of further suspicious activities. Client, once informed of these actions, must investigate the suspicious activities and take steps to ensure similar incidents do not reoccur.
viii. THE DAAS SOLUTION IS NOT INTENDED FOR SUE AS A REPLACEMENT FOR THE BRIGHTREE SOFTWARE AND MAY NOT BE USED BY CLIENT TO PERFORM BILLING OR OTHER FUNCTIONS OTHER THAN DATA REVIEW AND ANALYSIS.
ix. DaaS Implementation & Data Services identified in the Order Form are required to support Client's initial DaaS onboarding, setup, configuration, training, and implementation-related questions. If selected by Client, the Additional Data Services Package may be used for additional consultation, configuration guidance, training, and other mutually agreed Data Services activities.
x. Standard Brightree support does not include Data Services or professional services. Requests that exceed the Data Services purchased by Client, or otherwise fall outside the scope of standard Brightree support, will require a separate mutually executed Statement of Work ("SOW") and will be subject to additional fees. Brightree may direct such requests submitted through support to Data Services for scoping.
xi. In the production environment, Brightree shall provide up to twenty (20) hours of onboarding support for implementation, training, and questions to support the Client provided requirements. Hours are to be used within one (1) year of the Start Date.
xii. In the non-production (sandbox) environment, the setup and configuration fee includes the initial load only. Subsequent loads and refreshes will require additional contracting.

v. Pharmacy Integrations.

i. For PharmacyKeeper Linked, Client acknowledges that an agreement with BD (Beckton Dickinson) for the PharmacyKeeper solution and for the Brightree integration is required.
ii. For DoseEdge Linked, Client acknowledges that an agreement with Baxter for the DoseEdge Pharmacy Workflow Manager is required.
iii. For Outcomes+ SHP, Client acknowledges that an agreement with SHP (Strategic Healthcare Programs) for SHP for Home Infusion and/or SHP

Patient Satisfaction is required.

iv. For Outcomes+ NHIA, Client acknowledges that enrollment in NHIF (National Home Infusion Foundation) Benchmarking Program(s) is required.

v. For Outcomes Advantage, both of the above bullets are required.

w. Intelligent Document Automation. If Client purchases Intelligent Document Automation on the Order, the following additional terms and conditions shall apply:

i. Client acknowledges and agrees that Intelligent Document Automation may utilize artificial intelligence ("AI") technologies provided by a third-party vendor ("Vendor") to process data submitted by Client, including Protected Health Information ("PHI") as defined by HIPAA. By submitting such data, Client grants Brightree permission to apply AI-based tools for the purposes of reading, categorizing, and extracting data.

ii. Client represents and warrants that it has obtained all consents, authorizations, or legal permissions from patients and other individuals to allow Brightree and Vendor to process PHI using AI technologies, including for the uses described in these terms. Brightree shall not be liable for any failure by Client to secure such authorizations.

iii. Client acknowledges and agrees that data processed or generated by Intelligent Document Automation may contain inaccuracies, omissions, or errors. Brightree does not guarantee the completeness, accuracy, or reliability of AI-generated outputs.

iv. Client covenants and agrees to only utilize Intelligent Document Automation in compliance with any laws, rules, and regulations applicable to your use of AI services and technologies.

v. Client is solely responsible for reviewing, validating, and confirming the accuracy of any information or data generated by Intelligent Document Automation before relying on such information for clinical, operational, or compliance purposes. Brightree disclaims any liability arising from Client's reliance on AI-generated data without appropriate validation.

vi. Client agrees not to use Intelligent Document Automation to generate, share, or transmit unlawful, harmful, fraudulent, infringing, or abusive content. Client also agrees not to circumvent or misuse safeguards, filters, or limitations implemented within Intelligent Document Automation.

vii. **Usage Limits; Included Usage; Usage Restrictions**. Client's use of Intelligent Document Automation is subject to the usage limits, volume thresholds, fair use parameters, and other usage requirements set forth herein, in the applicable Order, and/or in Brightree's then-current product documentation.

viii. Intelligent Document Automation **Validations** are included with unlimited use at no additional charge**.**

ix. Intelligent Document Automation **Qualifications** are included at no additional charge for up to 1,000 unique Sales Orders or Referrals processed through Intelligent Document Automation per calendar month **("Included Qualification Usage")**, unless otherwise specified in the applicable Order**.** Included Qualification Usage is provided on a monthly basis and refreshes at the beginning of each calendar month. Any unused Included Qualification Usage from a calendar month does not carry forward to future months. Use in excess of the Included Qualification Usage is subject to additional fees as set forth in the applicable Order. Intelligent Document Automation Qualification usage exceeding 2,500 unique Sales Orders or Referrals per calendar month may be subject to additional usage controls or restrictions.

x. **Prohibited Automated Use.** Client shall not access, submit information to, or otherwise use Intelligent Document Automation through robotic process automation ("RPA"), bots, scripts, automated or bulk submission tools, or other automated means, except for functionality expressly provided or enabled by Brightree as part of the Intelligent Document Automation services. Client shall not circumvent or attempt to circumvent this restriction or any other usage limit, threshold, safeguard, or control applicable to Intelligent Document Automation.

xi. Brightree may monitor Client's use of Intelligent Document Automation for purposes of administering applicable usages limits and charges, and enforcing the restrictions set forth herein. Brightree may limit, suspend, or disable Client's access to Intelligent Document Automation, in whole or in part, in the event of any use in violation of this Section.

xii. Client acknowledges that the rights provided to Client hereunder are subject to Brightree's license with Vendor. Any suspension or termination of Brightree's license from such Vendor shall result in the suspension or termination of Intelligent Document Automation. Brightree shall have no liability to Client in the event of such termination or as a result of any disruption in service from Vendor.

xiii. Client shall, at its expense, defend, indemnify and hold harmless Brightree from any and all claims or damages arising from or related to Client's use of Intelligent Document Automation.

xiv. Output generated by AI models may include information such as metadata, digital signatures, or watermarks to identify it is generated using a generative artificial intelligence model ("Provenance Data"). Client shall not modify, tamper with, remove, obscure, or otherwise alter such Provenance Data.

xv. Client understands and agrees that Brightree and Vendor may use data processed by Intelligent Document Automation to train and/or improve applicable AI models.

xvi. Client's right to utilize Intelligent Document Automation commences on the Subscription Billing Start Date set forth on the applicable Order or, if earlier, the date Client first accesses or uses Intelligent Document Automation and remains in effect on a month-to-month basis until terminated by Client by providing Brightree with thirty (30) days written notice of termination.

x. VirtueRN – Hospice HME Ordering. If Client purchases VirtueRN – Hospice HME Ordering on the Order, the following additional terms and conditions shall apply:

i. To the extent permitted by law, Brightree's total liability arising out of or related to VirtueRN – Hospice HME Ordering, whether in contract, tort, or otherwise, shall not exceed, in the aggregate, the total fees paid by Client to Brightree for the VirtueRN – Hospice HME Ordering services giving rise to the claim during the six (6) months preceding the event.

ii. In no event shall Brightree be liable for any indirect, incidental, consequential, special, or punitive damages, including without limitation loss of profits, data, business, or goodwill, even if Brightree has been advised of the possibility of such damages.

iii. Client acknowledges and agrees that VirtueRN – Hospice HME Ordering includes access to or use of third-party software or systems made available to Client as a pass-through user. Applicable third-party terms are available at https://www.virtuern.com/eula. Client further

acknowledges and agrees that Brightree shall have no liability for the performance, availability, or security of such third-party systems. Client's sole remedy for any issue relating to such systems shall be limited to the extent recoverable by Brightree under its agreement with such third-party vendor.

iv. Brightree shall not be responsible for Client's set up with the VirtueRN – Hospice HME Ordering third-party vendor or for the quality or integrity of data delivered by the VirtueRN – Hospice HME Ordering third-party vendor, which is to be passed through to Client "AS IS".