

USER AGREEMENT

THIS USER AGREEMENT (“Agreement”) is made between Brightree Home Health & Hospice LLC and its affiliates and affiliated brands, including MatrixCare Home Health and Hospice (collectively “we,” “us,” or “our”) and you (“you” or “your”). Together, we may sometimes be referred to as the “parties.”

RECITALS

- A. We provide various software applications, services and other products on the Brightree software (the “Software”) to agencies and their employees, agents and subcontractors that contract with us.
- B. This Agreement sets forth the terms that apply to your use of our Software.
- C. To use our Software, you must be authorized to do so by an agency that has contracted with us to make the Software available to you.

BY CLICKING THE ACCEPTANCE BUTTON OR ACCESSING OR USING ANY PART OF OUR SOFTWARE, YOU AGREE TO AND CONSENT TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT, OUR PRIVACY POLICY AND ACCEPTABLE USE POLICY. IF YOU DO NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, THE PRIVACY POLICY AND THE ACCEPTABLE USE POLICY, YOU MUST CLICK ON THE BUTTON INDICATING NON-ACCEPTANCE, AND WE WILL PROMPTLY CANCEL THIS TRANSACTION AND YOU MAY NOT ACCESS, USE OR INSTALL ANY PART OF OUR SOFTWARE.

1. Service Terms and Limitations.

- 1.1 **Description.** Our Software and the services we offer are proprietary to us and are protected by intellectual property laws. Your access to our Software and use of our services are licensed and not sold, which means that we retain all ownership rights in and to the Software and our services. If you abide by the terms of this Agreement, we will provide you with a personal, non-transferable and non-exclusive account enabling you to access our Software and use our services.
- 1.2 **Accessibility.** You agree that from time to time our Software and our services may be inaccessible or inoperable for any reason, including, without limitation, equipment malfunctions, periodic maintenance procedures or repairs which we may undertake from time to time, or causes beyond our control.
- 1.3 **Equipment.** Your employer will be solely responsible for providing, maintaining and ensuring compatibility with our services all hardware, software, electrical and other physical requirements for your access to our Software and your use of our services including, without limitation, telecommunications and internet access connections and links, web browsers or other equipment, programs and services required to access our Software and use our services.
- 1.4 **Account Security.** You will be solely responsible for the security, confidentiality and integrity of all messages and the content that you receive, transmit through or store on our Software. Such responsibility includes, without limitation, the following duties:
 - (a) Maintaining the confidentiality of your User ID and Password, by disclosing your User ID or Password to no one other than the authorized personnel of your employer;
 - (b) Notifying us immediately if: (i) you believe your User ID or Password has been or may be disclosed to any unauthorized persons, whether through loss, theft, or otherwise, (ii) your account has been used without authorization, or (iii) in the event any other breach or attempted breach of the security of your account or the Software of which you become aware;
 - (c) Logging off of the Software at the end of each session, so that no one else can gain access to our Software through your User ID and Password; and

- (d) Notifying us if there is any change in the information you provide us upon your registration.
- 1.5 Patient Privacy.** You are responsible for protecting the privacy of all individually identifiable patient health or financial information you have access to through our Software. Such responsibility includes, without limitation, the following duties:
- (a) Using and disclosing individually identifiable health and financial information about home care patients only as necessary to perform your job functions;
 - (b) Not disclosing any individually identifiable health and financial information about home care patients to anyone who is not authorized to receive that information by your employer;
 - (c) Not using any individually identifiable health and financial information about home care patients in any manner that is not authorized by your employer;
 - (d) Immediately notifying us of any use or disclosure of individually identifiable health and financial information about home care patients that you believe may be unethical, illegal or in violation of policies of our Software;
 - (e) Complying with all laws and regulations pertaining to the privacy and security of individually identifiable health and financial information of home care patients; and
 - (f) Notifying us immediately if you become aware of any unauthorized use of your account, any breach in the confidentiality of your account records (including any disclosure of your User ID or Password to persons not authorized to have that information), and any breach or attempted breach of security involving the Software.
- 1.6 Linked Sites.** You may have the ability to access Softwares operated by third parties from the Software (the “Linked Sites”). We make no representations or warranties regarding the accuracy, integrity or quality of the Linked Sites. Consequently, we will not be liable in any way for the Linked Sites, including, without limitation, for any loss or damage of any kind incurred as a result of your use of the Linked Sites, and you hereby irrevocably waive any claim against us with respect to the Linked Sites. You agree that you must evaluate, and bear all risks associated with the use of the Linked Sites, including, without limitation, any reliance on the accuracy, completeness or usefulness of material contained on the Linked Sites.
- 1.7 Third Party Advertising.** Third parties may offer goods and services to you through marketing that is made available at or through our Software. Unless otherwise expressly stated by us, we make no endorsement regarding such parties, and we make no representation, recommendation or warranty with respect to their goods, services or advertising. You agree to hold us harmless in connection with our selection of third party advertisers, as well as their acts and omissions.

2. Your Representations and Warranties.

You represent and warrant to us that: (a) you are over the age of eighteen (18) and have the power and authority to enter into and perform your obligations under this Agreement, (b) you are authorized to use our Software by your employer, and your employer is a client of ours, (c) all information provided by you to us is truthful, accurate and complete, (d) you will comply with all terms and conditions of this Agreement, (e) you have provided and will provide accurate and complete registration information and (f) you are not located in a prohibited destination county under the U.S. Export Administration Regulations (15 C.F.R. Parts 730-774) (“EAR”), and you will not export, re-export or transfer any part of our Software or services or any direct product thereof, in violation of any U.S. export control laws and regulations, including without limitation, EAR, and you are not a Denied Party, Specially Designated National or other person or entity prohibited from receiving exports or re-exports thereunder.

3. Acceptable Use Policy.

We maintain an Acceptable Use Policy that provides guidelines about how you can use our services and our Software. By registering with us and using our Software, you agree to the terms of our Acceptable Use Policy. [Click on the link](#) to view and read our Acceptable Use Policy and to

accept or reject the obligations in it. If you do not agree to the terms of our Acceptable Use Policy, do not register with us or use our Software.

4. Privacy Policy.

Your privacy is important to us. We maintain a Privacy Policy that provides guidelines about how we collect and use information about you. By registering with us and using our Software, you agree to the terms of our Privacy Policy. [Click on the link](#) to view and read our Privacy Policy, and to accept or reject the obligations in it. If you do not agree to the terms of the Privacy Policy, do not register with us or use our Software.

5. Third-Party Service Providers

5.1 You agree to allow us to use your Azure Directory (“Azure AD”), Microsoft’s cloud-based identity and access management system, Single Sign-on (“SSO”) credentials for authentication purposes only and to access any software, program, or services provided by us that requires authentication through Azure AD SSO (“Application”).

5.2 Responsibility and Security

- (a) You are responsible for maintaining the security and confidentiality of your Azure AD SSO credentials. You must not share or disclose your credentials to any unauthorized individuals.
- (b) You are responsible for managing the session duration and token expiration for your Azure AD SSO credentials. You must ensure that appropriate session management practices, which is the process of handling authentication sessions, including token expiration and session termination managed by you, are in place to prevent unauthorized access to the Application.
- (c) You are responsible for promptly terminating the session and revoking access for any users who no longer require access to the Application or whose access privileges have been modified.
- (d) We agree to implement reasonable security measures to protect any data, information, or content provided by you to us in connection with the use of the Application (“Customer Data”) collected during the use of the Application. However, we shall not be liable for any unauthorized access, loss, alteration, or disclosure of Customer Data beyond its reasonable control.

6. Term.

This Agreement becomes effective immediately when you accept it by clicking on the acceptance icon and will continue until it is terminated. We reserve the right to remove or disable access to all or any portion of our services or Software, suspend your access to or use of all or any portion of our services or Software, and terminate this Agreement.

7. DISCLAIMER OF WARRANTIES

7.1 **Disclaimer.** WE HEREBY EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY: (I) IMPLIED WARRANTIES OF DESIGN, MERCHANT ABILITY, FITNESS FOR A PARTICULAR PURPOSE OR TITLE, (II) WARRANTIES ARISING FROM A

COURSE OF DEALING, USAGE OR TRADE PRACTICE AND (III) WARRANTIES OF NON-INFRINGEMENT. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN ANY SERVICES OR PRODUCTS WE PROVIDE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF ANY SUCH SERVICES OR PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT DEFECTS IN ANY SUCH, SERVICES OR PRODUCTS WILL BE CORRECTED. FURTHERMORE, WE DO NOT WARRANT OR MAKE ANY SUCH SERVICES OR PRODUCTS IN TERMS OF ITS CORRECTNESS, ACCURACY, RELIABILITY OR OTHERWISE.

7.2 **Oral or Written Information or Advice.** NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US WILL CREATE ANY WARRANTY.

- 7.3 State Limitations and Specific Rights.** SOME STATES DO NOT ALLOW EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE OTHER RIGHTS, WHICH MAY VARY FROM STATE TO STATE.
- 7.4 Client Information, Data and Content.** WE WILL HAVE NO LIABILITY OR RESPONSIBILITY FOR THE INFORMATION, DATA OR CONTENTS GENERATED BY YOU IN CONNECTION WITH THE SOFTWARE OR SERVICES. WE EXERCISE NO AUTHORITY OVER SUCH INFORMATION, DATA AND CONTENTS, AND WILL NOT BE LIABLE OR RESPONSIBLE FOR DETERMINING THE ACCURACY, TIMELINESS, COMPLETENESS OR APPLICATION OR CORRECT USE THEREOF.
- 7.5 Content For Informational Purposes Only-No Medical Diagnosis or Advice.** CONTENT PROVIDED BY US ON THE SOFTWARE AND ON MOBILE COMPUTING DEVICES, INCLUDING BUT NOT LIMITED TO EDUCATIONAL MATERIALS, TOOLS AND “CARE PLANS” (AS FURTHER DESCRIBED BELOW) IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED TO SUPPLEMENT OR COMPRISE A MEDICAL DIAGNOSIS OR OTHER PROFESSIONAL ADVICE, OR BE IN LIEU OF A CONSULTATION WITH A PHYSICIAN OR COMPETENT HEALTH CARE PROFESSIONAL FOR MEDICAL DIAGNOSIS AND/OR TREATMENT. WE DO NOT GUARANTEE THE ACCURACY, TIMELINESS OR COMPLETENESS OF SUCH INFORMATION AND CONTENT AND MAKE NO WARRANTY EXPRESS OR IMPLIED REGARDING THE USE OF SUCH INFORMATION AND CONTENT. WE DO NOT DIRECTLY OR INDIRECTLY PRACTICE MEDICINE OR DISPENSE MEDICAL SERVICE OF ANY KIND. ACCORDINGLY, WE ASSUME NO LIABILITY OR RESPONSIBILITY WHATSOEVER OF ANY KIND FOR THE INFORMATION OR CONTENT CONTAINED IN THE SOFTWARE, OF FOR ANY DIAGNOSIS OR TREATMENT MADE IN RELIANCE THEREON.
- 7.6 Care Plans.** YOU ACKNOWLEDGE THAT THE CREATION OF A CARE PLAN FOR A PATIENT IS THE EXCLUSIVE RESPONSIBILITY OF THE PATIENT AND HIS OR HER PROFESSIONAL CAREGIVERS. ANY CARE PLAN PROTOTYPES PROVIDED BY US ARE DESIGNED TO SERVE AS AN AID TO YOU IN DEVELOPING INDIVIDUAL PATIENT CARE PLANS AND DO NOT CONSTITUTE DIAGNOSIS OF TREATMENT OF ANY PATIENT’S PHYSICAL OR MENTAL CONDITION. ANY SUCH CARE PLAN PROTOTYPES ARE NOT REPRESENTED TO BE EXHAUSTIVE OR TO REFLECT PREVAILING DIAGNOSTIC OR TREATMENT MODALITIES IN ALL CASES. WE SPECIFICALLY DISCLAIM ANY OBLIGATION TO MODIFY CARE PLAN PROTOTYPES TO REFLECT CHANGES IN PREVAILING PRACTICES OR PREVAILING DIAGNOSTIC OR TREATMENT MODALITIES.
- 7. Limitations of Liability.**
- 7.1 Exclusion of Consequential Damages.** Notwithstanding anything to the contrary contained in this Agreement, we will not under any circumstances be liable to you for consequential, incidental or special damages, including lost profits, even if we have been apprised of the likelihood of the occurrence of such damages.
- 7.2 Liability Limitation.** Notwithstanding anything to the contrary contained in this Agreement, if we are liable to you or any third party for damages related to the performance of this Agreement, our total liability will be limited to the amount of \$5,000.
- 8. Miscellaneous.**
- 8.1 Compliance with Law, Rules and Regulations.** You will at all times comply with all applicable state and federal laws and regulations. You will not engage in any activities that: (i) constitute or encourage a violation of any applicable law or regulation, (ii) defame, impersonate or invade the privacy of any third party, (iii) infringe the rights of any third party, including privacy, intellectual property,

business, contractual and fiduciary rights, (iv) are reasonably likely to damage our goodwill or reputation or (v) interfere with the functioning of our Software or services.

- 8.2 Entire Agreement.** This Agreement (and our User Policy and Privacy Policy, which are hereby incorporated herein by this reference) constitutes the entire agreement and understanding between you and Company concerning the subject matter of this Agreement, and supersedes all prior and contemporaneous written and oral understandings and agreements between you and Company respecting the subject matter contained in this Agreement. This Agreement (and any provision hereof) may only be amended, supplemented, modified or waived in a writing signed by you and Company.
- 8.3 Severability.** If any provision of this Agreement is determined to be illegal, invalid or otherwise unenforceable by a court, arbitrator, or other tribunal of competent jurisdiction, then to the extent necessary to make such provision(s) will be limited, construed, or severed and deleted from this Agreement, and the remaining portion of such provision(s) and the remaining other provisions of this Agreement, will survive, remain in full force and effect, and continue to be binding, and will be interpreted to give effect to your and our intentions in so far as that is possible.
- 8.4 Governing Laws Jurisdiction.** The validity, construction and interpretation of this Agreement and your and our rights and duties will be governed by and construed in accordance with the laws of the State of Georgia (without regard to conflict of law provisions) and the United States of America.
- 8.5 Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or breach thereof, will be settled by arbitration administered by the Judicial Arbitration and Mediation Services (JAMS) in accordance with then current, applicable Rules, and judgment on the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof. Any such arbitration will be conducted in Atlanta, Georgia. Jurisdiction and venue over any dispute arising in connection with this Agreement, including but not limited to the enforcement of this Arbitration Agreement, shall be vested exclusively in the Georgia State Courts located in Fulton County, Georgia. Nothing contained in this Subsection or elsewhere in this Agreement will prevent either party from seeking preliminary or interim equitable remedies (including, without limitation, a temporary restraining order and/or a preliminary injunction) from a court of competent jurisdiction.
- 8.6 Force Majeure.** We will not be deemed to be in breach of this Agreement to the extent that our performance of our obligations are delayed or prevented by reason of any Act of God, war, terrorism, fire, explosion, flood, act of government or any act or omission of a third party (including, but not limited to, telecommunications carriers, independent service providers and utilities) over whom we have no control (contractually or otherwise).
- 8.7 Relationship of the Parties.** Nothing in this Agreement will be construed to create a partnership, agency relationship or joint venture between you and Company. You and Company are acting as independent contractors and not as an employee or agent of the other. Neither you nor Company has any authority pursuant to this Agreement to assume or create any obligation or responsibility, express or implied, on behalf of, or in the name of, the other.
- 8.8 Waiver.** The exercise or non-exercise of any right granted to you or us pursuant to any provision of this Agreement will not operate as a waiver of any right which may subsequently accrue to you or us pursuant to any provision of this Agreement, and will not preclude the exercise by you or us of any rights or remedies available at law, in equity or pursuant to the terms of this Agreement.
- 8.9 Amendment.** We will have the right, at any time and without notice, to add to or modify the terms of this Agreement, by delivering such amended terms to you by electronic mail. Your access to or use of our Software or services after the date

such amended terms are delivered to you will be deemed to constitute acceptance of such amended terms.