

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 Form, 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 Client 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 Inovalon to consummate transactions for which they are responsible. Clients may select payers from the applicable Payer List.
- b. Brightree Document Management (BDM) Solution.** If Client 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 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.
- c. Brightree Connect Solution.** If Client purchases the Brightree Connect Solution on the Order Form, 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 so accurate configuration and subscription can be completed, and attend end user training for go live. Estimated Client time commitment is eight (8) hours but may vary depending on Client size. Client consents to Brightree providing Ongoing Optimization Services related to the use of the Brightree Connect solution in its Brightree database.
 - iv. 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.
- d. Brightree SNAP Solution.** If Client purchases the Brightree SNAP solution (“SNAP”) on the Order Form, 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 Form (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 and any directions it provides to its employees or agents through their utilization of the SNAP solution.
 - iv. Clients 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. Client 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. 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.

- e. **MyForms.** If Client purchases MyForms on the Order Form, 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.
- f. **Advanced Analytics.** If Client purchases the Brightree Advanced Analytics solution ("Advanced Analytics") on the Order Form, 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.
- g. **Web Services API.** If Client 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 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.
- h. **eFax.** If Client 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 Client 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. 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 PARTICULAR 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.

j. Patient Hub by Brightree®. If Client 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. 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.

k. 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.
- 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. 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.
- 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 Client’s Brightree database.
- IV. 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”.

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

- i. Client shall start incurring subscription fees on the Start Date listed on the Order Form.
- ii. Client’s right to utilize GoScripts commences on the date signed by Brightree on the Order Form 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 this Order Form, 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.

m. Brightree Digital Experience (“DX”) solution. If Client purchases the Brightree Digital Experience (“DX”) solution(s) on the Order Form, 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 Form 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 you the ability to create custom DX text message templates that are saved and can be used without needing a Sales Order WIP (Work in Progress) or Intake Status change to send.
- v. 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.

- vi. 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.

n. RelayHealth Connection Services. If Client purchases the RelayHealth Connection Services ("**RH Services**") on the Order Form, 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. Client represents and warrants to Brightree that it has a valid NCPDP Provider Identification Number and is a business licensed to dispense medication.
- iii. 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.
- iv. If Client orders Patient Assistance Rx on the Order Form, 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 Rx Services.
- v. 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.

o. Brightree ReSupply LiveCall. If Client purchases Brightree ReSupply LiveCall Services ("**LiveCall**") on the Order Form, 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 Form 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.