

ADDITIONAL TERMS & CONDITIONS

If Client purchases any subscription and/or services on the Order, the following additional terms and conditions shall apply:

1. **“Active Patients”** means accepted and admitted patients of Client. **“Active Patient Census”** means the following 3-month average number of Active Patients as determined by Company’s records established by the SaaS Solution. Client acknowledges that the initial Fees for its use of the SaaS Solution are based upon the Active Patient Census figures identified in the Order. At any time during the Term, if the number of Active Patients under such Active Patient Census exceeds the Active Patient Census range upon which the Fees were previously based, the Fees may be increased.
2. Company may increase the Fees no more than once annually during the Term by the greater of CPI or five percent (5%) by providing prior notification to Client.
3. Company will use commercially reasonable efforts to ensure that during any twelve (12) month period the SaaS Solution shall be available at least 99.5% of the time, excluding scheduled maintenance and interruptions due to failures outside of Company’s control. System availability will not be provided during: (i) scheduled network, hardware, software or application maintenance as well as scheduled hardware and software upgrades from time to time; (ii) periods of disruption in Client connections, circuits or equipment; or (iii) reasons of Force Majeure (including without limitations, strike, fire, flood, delay in component assembly, failure of Internet, governmental actions, orders or restrictions, third party solutions, or any other reason, where failure to perform is beyond the reasonable control or caused by the negligence of performing party).
4. **Monthly Subscription Fee – MatrixCare Training Assurance PLUS Order Form and/or MatrixCare Clinical & EHR – Home Health and Hospice Training Order Form**
 - i. **Services Subscription Term.** These additional terms and conditions apply only to the subscription for additional services as outlined under the Order Form (“Services Subscription”). If other services are outlined under these terms, Services Subscriptions is independent of normal Implementation services outlined in the Order Form. The term for Services Subscription listed in the Order Form shall commence on the Billing Term Start Date and shall continue for a period of 12 months, unless otherwise listed in the Order Form. All hours in a Services Subscription must be used within the current term.
 - ii. **Monthly Subscription Renewal.** Unless notice in writing is given by one Party and received by other not less than ninety (90) days prior to the end of the then-current term of the notifying party’s intention to terminate this the Monthly Subscription Fee at the end of the then-current term, the Monthly Subscription shall be automatically renewed for an additional calendar year upon the expiration of the then-current term.
 - iii. **Service Request.** All subscription service requests must be made with 30-day notice. Company may, at their discretion, provide the services within a reasonable amount of time after the request.
 - iv. **Scope.** Scope of the Subscription Services shall be as determined within Company’s reasonable determination. If Client requests services beyond the scope of their Services Subscription, those services shall be on a time and materials basis at Company’s then-current rates. If Client requests services beyond the time purchased in this Order Form, then the additional hours shall be invoiced for at the reduced time and materials rate in this agreement.
 - v. **Expenses.** Unless otherwise specified in the Order Form, Client will reimburse Company for all reasonable expense incurred while providing services, including travel, lodging, and out-of-pocket expenses. If Client elects to participate in Service Packages at Company’s offices, Client will be responsible for their own travel and other expenses.
 - vi. **Implementation.** Client cannot use Services Subscription in place of or supplement to implementation services.
5. **MatrixCare Training Assurance PLUS**
 - i. Professional Services hours purchased as part of MatrixCare Training Assurance PLUS (“TAPS”) package expire 12 months from Billing Term Start Date and must be utilized within the then-current 12-month period. Annual hours reset each 12-month period.
 - ii. TAPS package hours will be incurred on a Fixed Bid basis. This means the Client will be billed for the entire amount quoted, no matter the hours incurred. Notwithstanding any other provision in this Agreement or SOW, Client will be responsible for the entire amount due for the term of the TAPS package even if the package terminates early for any reason.
 - iii. Professional Services provided above and beyond contracted TAPS package will be invoiced on a Time & Materials basis. This means the Client will be billed for hours that have been incurred but not purchased through the TAPS package.
6. **MatrixCare Clinical & EHR Training- Home Health and Hospice**
 - i. Professional Services training sessions purchased as part of MatrixCare Clinical & EHR Training (“Clinical & EHR Training”) package shall commence on the Billing Term Start Date and shall be coterminous with the term listed on the Order Form.
 - ii. Clinical & EHR Training package will be incurred on a Fixed Bid basis. This means the Client will be billed for the entire amount quoted, no matter the sessions attended. Notwithstanding any other provision in this Agreement or SOW, Client will be responsible for the entire amount due for the term of the Clinical & EHR Training package even if the package terminates early for any reason.
 - iii. Professional Services provided above and beyond contracted Clinical & EHR Training package will be invoiced on a Time

& Materials basis. This means the Client will be billed for hours that have been incurred but not purchased through the Clinical & EHR Training package.

7. **CommonWell.** If Client purchases products requiring CommonWell and/or Carequality then the “[CommonWell Health Alliance and Carequality Connection End User Terms and Conditions \(“EULA”\)](#)” at [www.matrixcare.com/contracts/#HH](#) shall apply.
8. **CernerMultum.** If Client purchases products requiring CernerMultum then the “[CernerMultum User Agreement](#)” at [www.matrixcare.com/contracts/#HH](#) shall apply.
9. **QAPI Plus.** If Client purchases products requiring QAPI Plus then the “[Health Forum Plus Website Terms](#)” at [https://www.matrixcare.com/contracts/](#) shall apply.
10. **MatrixCare Voice Pro.** If Client purchases MatrixCare Voice Pro (“MC Voice Pro”) on the Order, the following additional terms and conditions shall apply:
 - i. Client acknowledges and agrees that MC Voice Pro may utilize artificial intelligence (“AI”) technologies provided by third-party vendor(s) (“Vendors”) to process voice dictation, transcribed content, and other data submitted by Client, including Protected Health Information (“PHI”) as defined by HIPAA. By submitting such data, Client grants MC permission to apply AI-based tools for the purposes of reading, transcribing, categorizing, and extracting data.
 - ii. Client represents and warrants that it has obtained, to the extent necessary, all consents, authorizations, or legal permissions from patients to allow MC and Vendors to process PHI using AI technologies. MC shall not be liable for any failure by Client to secure such authorizations.
 - iii. Client acknowledges and agrees that data processed or generated by MC Voice Pro may contain inaccuracies, omissions, or errors. MC does not guarantee the completeness, accuracy, or reliability of AI-generated outputs.
 - iv. Client covenants and agrees to only utilize MC Voice Pro 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 MC Voice Pro before relying on such information for clinical, operational, or compliance purposes. MC disclaims any liability arising from Client’s reliance on AI-generated data without appropriate validation.
 - vi. Client agrees not to use MC Voice Pro 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 MC Voice Pro.
 - vii. Client acknowledges that the rights provided to Client hereunder are subject to MC’s licenses with Vendors. Any suspension or termination of MC’s licenses from such Vendors shall result in the suspension or termination of MC Voice Pro. MC shall have no liability to Client in the event of such termination or as a result of any disruption in service from Vendors.
 - viii. Client shall, at its expense, defend, indemnify and hold harmless MC from any and all claims or damages arising from or related to Client’s use of MC Voice Pro.
 - ix. 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.
 - x. Client understands and agrees that MC and Vendors may use data processed by MC Voice Pro to train and/or improve applicable AI models.