



## Waystar Subscriber Addendum

This Subscriber Agreement Addendum ("Addendum") amends and supplements the Subscriber Agreement ("Agreement") made and entered into between Waystar, Inc. f/k/a ZirMed, Inc. ("Waystar") and Yamhill County Health & Human Services ("Customer") regarding Customer's access and use of the products and services ("Services") provided by Waystar. Waystar and Customer agree to the following terms that shall be additive to those found in the Agreement and restate and recite all other terms as defined in the Agreement. Unless otherwise specifically defined in this Addendum, terms shall have the same meaning as in the Agreement in effect between the parties. This Addendum is effective on the date signed by Customer (the "Effective Date").

### Addendum Terms and Conditions

1. Access and Use of Waystar Products and Services. Customer's access and use of the Services identified in the Product & Pricing Schedule attached hereto as Subscriber Addendum Exhibit A (the "Schedule") is subject to the terms and conditions of this Addendum and the Agreement.
2. Solutions and Pricing. Customer desires to access and use Services provided for in this Addendum and the Schedule in addition to those covered by the Agreement between the parties. Customer agrees to pay all charges as billed to Customer including monthly fees, transaction or usage fees, implementation fees and any customer development or consulting fees as incurred as described above or in a supplement development agreement. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's computer system, and the pricing in effect at the time of Customer's use of such Services as documented herein.
3. Payment.
  - a. Payment terms are as stated in the Agreement unless expressly modified in this Addendum, in which case the terms in this Addendum shall control. All charges for the use of the Services ("Charges") shall be billed to Customer monthly in arrears and will commence on Go Live of the Service. Charges include monthly fees, license fees and transaction or usage fees as set forth herein. Transaction or usage fees shall be based on the amount of usage recorded by Waystar's system, and the pricing in effect at the time of Customer's use of such Services.
  - b. Waystar reserves the right to charge Customer a \$50.00 reactivation fee for frequent late payments resulting in disruption or deactivation in Service. Late payments (after 60 days) will be subject to a late fee equal to one and one half (1.5%) per month or at the maximum interest rate allowable under applicable law, whichever is lower, of the overdue amount, except amounts disputed by Customer in writing in good faith within ten (10) days following receipt of the invoice. If any undisputed amount of any invoice remains unpaid, Waystar may (without terminating the Agreement or this Addendum and reserving cumulatively all other remedies and rights under the Agreement and at law) suspend further Services and licenses to access the Services under this Addendum or the Agreement without further notice to Customer. Customer is responsible for all costs of collection including, but not limited to, collection agency fees and attorney fees. Due to the high direct costs of some services, Waystar restricts the use of purchasing cards, credit cards or debit cards to transactions totaling less than five thousand dollars (\$5,000) in a given month. Charges in excess of

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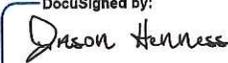
this amount will be subject to a convenience fee of three percent (3%). At any time after the first anniversary of the Effective Date of this Addendum, Waystar reserves the right to apply periodic price increases in accordance with the Agreement.

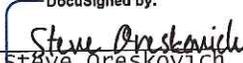
- 4. Term and Termination. The initial term of the Schedule included with this Addendum and the Services included therein (the "Initial Term") shall be extended to run co-terminus in accordance with the Agreement term and shall renew thereafter annually on the same renewal date of the Agreement. The term and termination provision of the Agreement shall be incorporated by reference herein and Customer access to the Services described above shall be covered by the Agreement. Termination provisions under the Agreement shall apply to all Services under the Agreement whether terminated in whole or in part.
- 5. Entire Agreement. This Addendum and the Agreement previously entered into between the parties sets forth all the representations, promises and understandings between the parties on the matters. To the extent there exists any conflict between this Addendum and the Agreement, the terms of this Addendum shall control. If any part or parts of this Addendum or the underlying Agreement are held to be invalid, illegal or unenforceable, such part will be treated as severable, and the remaining parts shall continue to be valid and enforceable as to the parties hereto.
- 6. Counterparts. This Addendum may be executed in counterparts and delivered by facsimile or other electronic means, each of which will be deemed an original but all together will constitute only one agreement.

In Witness Whereof, the parties to this Addendum, in recognition of their undertakings set forth above, and for due and valid consideration, execute this Addendum.

Yamhill County Health & Human Services

Waystar, Inc.

By (signed):   
 Name: Jason Henness  
 Title: Behavioral Health Director  
 Effective Date: 7/28/2022

By (signed):   
 Name: Steve Oreskovich  
 Title: CFO  
 Date: 7/29/2022

Accepted by Yamhill County  
 Board of Commissioners on  
7-28-2022 by Board Order  
 # 22-244



Subscriber Addendum Exhibit A

# Waystar Product & Pricing Schedule

The proposed Schedule will be honored until 07/31/2022 and expires unless accepted by that date. Services may be invoiced separately.

*Section I - Customer Address and Contact Information*

Customer Information		
Customer Name: Yamhill County Health & Human Services		
Implementation Contact: Shannon Spence		
Address:		
City:	State:	Zip:
E-mail: spences@co.yamhill.or.us	Phone: (503) 434-7523	Fax:

*Section II - Services & Pricing*

## Eligibility Verification

Solution	Your Monthly Fee	Implementation Fee
Eligibility Verification (Batch) Subscription includes 2,500 inquiries, \$0.2436 per additional inquiry.	\$609.00	\$0.00
	Total	\$0.00

## Patient Statements

Solution	Your Monthly Fee	Implementation Fee
Print Services \$0.84 each for the first page printed, \$0.20 each additional page.	\$0.00	\$99.00
	Total	\$99.00

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Exhibit A