Facility Managed Review Subscription Addendum

DRAFT FOR REVIEW — Not legal advice. An attorney should finalize before use.

Field	Value
Legal party	Alyssa Boyd LLC d/b/a Rep Re: Vault ("Company," "we," "us")
Product	Rep Re: Vault
Document type	Commercial addendum (subscription) — DRAFT
Governing law (intended)	State of Indiana
Principal office	1134 English Avenue, Indianapolis, IN 46203
Prepared	September 20, 2026
Status	DRAFT FOR REVIEW — not legal advice

1. Purpose and Relationship to Other Agreements

- **1.** This Addendum is a **commercial draft** describing optional **Managed Review** services that Company may provide to a healthcare facility customer ("Facility," "you").
- **2.** It is intended to supplement (not replace) the then-current Rep Re: Vault Terms of Service, Privacy Policy, and any facility subscription or order form (together, the "Subscription Agreement").
- **3.** If there is a conflict on Managed Review topics, this Addendum controls for those topics once finalized and signed; otherwise the Subscription Agreement controls.
- **4. DIY tools remain available.** Facilities may use self-serve upload, review, and approval features without purchasing Managed Review.

2. What Managed Review Is (and Is Not)

2.1 Included (illustrative)

Subject to the order form / Schedule A and any written scope:

- Queue support for credential and related document reviews submitted through Rep Re: Vault
- Status updates and recommended accept / reject / needs-info actions inside the product
- Coordination notes for Facility staff regarding missing, expired, or unclear uploads
- Optional policy/update support if listed on the order form

2.2 Explicitly not included / not warranted

- Company is **not** the final credentialing, privileging, or vendor-access authority
- Company does **not** practice medicine, law, compliance consulting as licensed advice, or background-check adjudication as a consumer reporting agency (unless separately contracted in writing)
- Company does **not** guarantee that any recommendation will match Facility's internal policies, payor rules, or regulatory duties
- Company does **not** guarantee zero errors (including name mismatches, expired documents, false accepts, or false rejects)

2.3 Facility remains solely responsible

Facility alone decides whether a representative may access Facility premises, systems, or cases. Facility remains solely responsible for:

- Access and credentialing decisions
- Policy content and version control
- Regulatory and contractual compliance
- Any harm arising from Facility's reliance on, override of, or failure to review Company recommendations

3. Document Handling Authorization

By enabling Managed Review (and by using the Service generally), Facility and participating representatives acknowledge that Company may **view and handle** uploaded documents and related account data for:

- **1. Credentialing workflows** (storage, display, status, notifications, and workflow tooling)
- **2. Optional Facility Managed Review / approval subscription** work described in this Addendum

- **3. Internal fraud, audit, quality, and upload-integrity** checks (including spot checks for forged, mismatched, expired, or incomplete materials)

This authorization is limited to operating and improving the Service and performing contracted support. It is **not** a license to monetize Facility or rep documents as a data product.

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4. Privacy: No Sale / No Unrelated Sharing

- **1.** Company will **not sell** sensitive documents, customer information, or personal information to third parties for unrelated commercial use.
- **2.** Company will **not share** such information with third parties for purposes unrelated to providing, securing, supporting, or improving the Service, except:

- with Facility's direction or consent;

- as required by law, legal process, or to protect rights, safety, and security; or

- to **processors / service providers** solely as needed to run the Service (hosting, storage, email, payments, support tooling, analytics necessary to operate the product), under confidentiality and use restrictions consistent with this Section.

- **3.** Product marketing and optional advertising on the platform (if any) are separate from selling or transferring credential documents or personal dossiers.

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5. Fees; Schedule A (Placeholders)

Fees are set on the order form or **Schedule A**. Business-plan placeholder (not a forever lock):

Item	Placeholder	Notes
Managed Review subscription	**US $500 / month** per Facility (or per agreed Facility site / org unit)	Placeholder from current business plan; may change by written order form
Initial onboarding / document load (if any)	As quoted (e.g., US $2,000 one-time)	Separate from Managed Review unless bundled in writing
Taxes	Extra if applicable	
Billing	Monthly in advance unless otherwise stated	

Company may update future list prices for **new** terms or renewals with notice as stated in the Subscription Agreement. Existing locked order forms control for their stated term.

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6. Term; Cancellation; DIY Continuity

- **1.** Term begins on the start date in Schedule A / order form and renews as stated there (default commercial draft: month-to-month until canceled).
- **2.** Either party may cancel Managed Review as provided in the order form (draft commercial default: end of then-current paid month upon written notice).
- **3.** Cancellation of Managed Review does **not** by itself terminate Facility's free or DIY use of Rep Re: Vault, unless Facility also terminates the underlying account under the Subscription Agreement.
- **4.** After a Review Incident (Section 8), parties will discuss in good faith whether to continue Managed Review for that Facility; DIY tools may remain available.

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7. Liability for Upload / Approval Handling (Subscription Coverage)

The Subscription Agreement and this Addendum together address liability arising from Company's handling of upload, review, recommendation, and approval-related actions in the product, including Managed Review work.

Commercial allocation (draft):

- **1.** Facility is responsible for final decisions and for instructing its users.
- **2.** Company provides tooling and, if purchased, assisted review as a **service of convenience**, not as a substitute for Facility judgment.
- **3.** Claims relating to Managed Review are subject to Section 8 (incidents) and Section 9 (waiver and cap).

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8. Review Incidents; Written Acknowledgment Required

A "**Review Incident**" means an alleged or confirmed error in Managed Review or related workflow handling, including without limitation:

- Name or identity mismatch
- Expired or wrong-version document accepted or recommended
- False accept or false reject
- Mis-tagged category, facility, or requirement
- Other material review quality failure

Process (commercial draft):

- **1.** Facility must notify Company promptly with reasonable detail (ticket, email, or in-product channel).
- **2.** Before pursuing any claim against Company arising from a Review Incident, Facility must complete and return a written **Review Incident Acknowledgment** in substantially the form Company provides (see companion template).
- **3.** After acknowledgment, the parties will discuss whether to continue that Facility's Managed Review subscription, adjust scope/SLA, or revert to DIY.
- **4.** Company may pause Managed Review for the affected Facility pending acknowledgment and discussion.

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9. Waiver; Limitation of Liability; Counsel Carve-Outs

DRAFT — counsel to finalize.

9.1 Waiver related to review errors

To the maximum extent permitted by applicable law, Facility waives claims against Alyssa Boyd LLC d/b/a Rep Re: Vault, and its members, managers, employees, and contractors, arising from Review Incidents or from Facility's credentialing / access decisions, except as preserved in Section 9.3.

9.2 Liability cap

Except for Section 9.3 carve-outs, Company's total aggregate liability arising out of or relating to Managed Review or this Addendum will not exceed the **fees Facility actually paid to Company for Managed Review for the service period in which the claim arose** (commercial draft: the then-current monthly subscription period, or if counsel prefers, fees paid in the prior twelve (12) months for Managed Review — pick one in final form).

9.3 Counsel carve-outs (placeholders)

Nothing in this Addendum is intended to exclude liability that cannot be limited under applicable law. Counsel may expressly carve out, where required or desired:

- Fraud or willful misconduct
- Gross negligence (if counsel elects)
- Bodily injury to the extent not waivable
- Confidentiality / data breaches caused by Company's uncured material breach of Section 4 (if counsel elects a separate remedy structure)

9.4 No consequential damages

Except for Section 9.3 carve-outs, neither party is liable for indirect, incidental, special, consequential, exemplary, or punitive damages, or lost profits, lost revenue, or business interruption, even if advised of the possibility.

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10. Independent Contractor; No Agency for Access Decisions

Company acts as an independent contractor. Nothing in Managed Review makes Company Facility's agent for granting vendor access, employing representatives, or assuming Facility's regulatory duties.

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11. Miscellaneous (Commercial Short Form)

- **1. Notices.** Written notices to Company: support channel designated in-product or to the principal office above; email acceptable if confirmed.
- **2. Assignment.** Neither party assigns without consent, except Company may assign to a successor of the Rep Re: Vault business.
- **3. Severability.** If a provision is unenforceable, the remainder stays in effect.

- **4. Entire addendum.** This Addendum + Schedule A / order form + Subscription Agreement are the commercial understanding on Managed Review once signed.
- **5. Counterparts / e-sign.** Electronic signatures and counterparts are fine for commercial execution.
- **6. Indiana.** Intended governing law and exclusive venue: State of Indiana (courts sitting in Marion County / Indianapolis), subject to counsel confirmation.

Signature Block (for final form)

Facility

Legal name	_____
Signatory name / title	_____
Signature	_____
Date	_____

Alyssa Boyd LLC d/b/a Rep Re: Vault

Signatory	Alyssa Boyd, Member
Signature	_____
Date	_____

Schedule A — Fees and Scope (Optional; Placeholders)

DRAFT placeholders — do not treat as a forever price lock.

Field	Entry
Facility legal name	
Facility site(s) covered	
Start date	
Billing cadence	Monthly
Managed Review fee	US $500 / month (placeholder)
Included volume / SLA notes	[e.g., reasonable commercial efforts; no guaranteed turnaround until SLA agreed]
Exclusions	Clinical advice; guaranteed zero-error review; final access authority
Initial term / renewal	Month-to-month unless stated
DIY remains available	Yes

End of Facility Managed Review Subscription Addendum — DRAFT FOR REVIEW. Not legal advice. Attorney should finalize.