

THIS ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT (THE “ADDENDUM”) IS MADE BETWEEN THE CUSTOMER AND POINTCLICKCARE TECHNOLOGIES INC. DBA POINTCLICKCARE AND ITS AFFILIATED COMPANIES (COLLECTIVELY, “POINTCLICKCARE”) AND GOVERNS CUSTOMER’S USE OF, AND ACCESS TO, THE SERVICES DESCRIBED HEREIN.

CUSTOMER AGREES TO THE TERMS OF THIS ADDENDUM BY: (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM, OR (3) USING THE SERVICES DESCRIBED HEREIN. THE INDIVIDUAL ACCEPTING THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS ADDENDUM DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS ADDENDUM AND MAY NOT USE THE SERVICES.

This Addendum was last updated on January 06, 2025. It is effective between Customer and PointClickCare as of the date of Customer’s acceptance of this Addendum (the “**Effective Date**”). By electronically accepting this Addendum, you acknowledge that you have read, understood, and agreed to be bound by its terms and conditions.

Customer may subscribe for the use of the voice to text dictation services (the “**Voice Dictation Services**”) powered by Nuance Communications, Inc., a third party software vendor (“**Nuance**”), and licensed to PointClickCare for the purpose of sub-licensing the Voice Dictation Services to PointClickCare’s customers. If Customer is a management company for facilities, Customer represents and warrants that it has the authority to accept this Addendum on such facilities’ behalf.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the Voice Dictation Services. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

1. **Customer’s Acknowledgments.** In respect of the use of the Voice Dictation Services, Customer understands, acknowledges, and agrees:
 - i. the Voice Dictation Services are dependent upon a number of factors beyond PointClickCare’s control, including, but not limited to, the operation of hardware and network services provided by third parties;
 - ii. the Voice Dictation Services are not a substitute for any medical facility’s current systems of administering and safeguarding medical treatment and/or medicine;
 - iii. there may be occasional communication failures or delays in the delivery or receipt of properly sent transcription or related communications that are beyond PointClickCare’s control;

- iv. the Voice Dictation Services are not expected to perform at the same level of performance and/or reliability expected of medical devices used in the delivery of critical medical care environments;
 - v. as a condition of using the Voice Dictation Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer's use of the Voice Dictation Services;
 - vi. PointClickCare and Nuance may augment Voice Dictation Services, in whole or in part, with one or more artificial intelligence ("AI") features that leverage trained large language models and machine-learning functionality (collectively "**Voice Dictation AI Features**");
 - vii. Customer will be responsible for ensuring for Customer and its Users (a) are adequately trained to ensure safe and effective use of the Voice Dictation Services and Voice Dictation AI Features, and the services are utilized for its intended uses; (b) are in compliance with all applicable local, state or provincial, and federal, rules and government regulations relating to Customer's and Users' use of the Voice Dictation Services and Voice Dictation AI Features. The Voice Dictation Services are solely for Customer's internal business operations, are made available on a non-exclusive and non-transferable basis;
 - viii. Customer is prohibited from (a) assigning, giving, selling, licensing, transferring, or otherwise granting any rights in, or access to, the Voice Dictation Services, in whole or in part, to another individual or entity; (b) modifying, translating, or creating derivative works of the Voice Dictation Services; (c) the removal or modification of any markings or any notice of PointClickCare's, Nuance's or its licensors' proprietary rights; (d) the de-compilation, disassembly, or reverse engineering of the Voice Dictation Services, or otherwise attempting to derive, reconstruct, identify or discover any source code, underlying ideas, or algorithms of the Voice Dictation Services by any means; and (e) the release to any third party the results of any benchmark testing of the Voice Dictation Services; and
 - ix. Voice Dictation Services may contain a copy of the Speex codec in executable form. Customer acknowledges that use of the Speex codec is subject to the conditions and disclaimers listed in revised BSD license found at <http://www.xiph.org/licenses/bsd/speex/>. © 2002-2003, Jean-Marc Valin/Xiph.Org Foundation; and the Voice Dictation Services may contain open-source software.
2. **Data Use Authorization.** PointClickCare may be required to share the information in Customer's database protected health information (PHI), for the use of the Voice Dictation Services, with Nuance. Customer unconditionally consents to the transfer of PHI from its facility (or facilities) to PointClickCare, and receipt of PHI therefrom, as needed to support the Voice Dictation Services; PointClickCare will not maintain any audit logs related to the Customer use of the Voice Dictation Services. PointClickCare and/or its licensors collect and use Customer's Data, as

defined below, to tune, enhance and improve the speech recognition and other components of the Voice Dictation Services, and other associated services and products. In accepting the terms and conditions of the Addendum, Customer and its Users acknowledge, consent and agree that PointClickCare and/or its licensors may collect the Data as part of the Voice Dictation Services and that such information shall only be used by PointClickCare and/or its licensors or third parties acting under the direction of PointClickCare and/or its licensor, pursuant to confidentiality agreements, to tune, enhance and improve the speech recognition and other components of the Voice Dictation Services, and other associated products and services. PointClickCare and/or its licensor may anonymize or de-identify the Data in accordance with 45 C.F.R. §164.514 (the latter for U.S. customers), or in any other manner such that there is no reasonable basis to believe that the speech Data could thereafter be used to identify an individual. PointClickCare and/or its licensors will not use the Data for any purpose except as set forth above as it relates to the Voice Dictation Services. For the purposes of this Addendum “Data” means the audio files, associated transcriptions and log files provided by Customer and/or its Users hereunder or generated in connection with the Voice Dictation Services. Any and all information from Customer or its Users will remain confidential and may be disclosed by PointClickCare and its licensors, if so required, to meet legal or regulatory requirements, such as under a court order or to a government institution if required or authorized by law, or in the event of a sale, merger or acquisition to another entity by PointClickCare or its licensors. For Data which has been de-identified or anonymized as provided above, PointClickCare and/or its licensor will be permitted to retain, use and disclose such de-identified or anonymized data during and after termination of the applicable contractual arrangement with PointClickCare, solely for the product improvement purposes set forth above, and subject to the provisions of applicable privacy agreement (such as HIPAA business associate agreement) and applicable law.

3. Representations and Warranties.

- i. Customer acknowledges that the Voice Dictation Services are not error free. Furthermore, speech recognition, natural language processing, and medical fact extraction are statistical processes, and inaccuracies occur. Customer agrees that it is the sole responsibility of Customer and its Users to identify and correct any such inaccuracies and errors before using and/or relying on the content, results or output of the Voice Dictation Services provided under this Addendum for any medical practice related purpose. In addition, content, results or output from the Voice Dictation Services may be provided to Customer and its Users with recommendations for its consideration and evaluation in light of all other available information. Customer agrees that PointClickCare is not a health care provider and does not provide medical advice under any circumstances, and that Customer and its Users will be responsible for review, necessary revisions and approval of any and all content, results or output and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon.

- ii. PointClickCare shall not assume responsibility for: (i) any compromise, loss, delay, alteration, or interception of Customer's Data during the transmission of any data across computer networks or telecommunication facilities (including but not limited to the internet) that are not owned or operated by PointClickCare; or (ii) the reliability or performance of any hardware, connections, computer networks, or telecommunications facilities (including but not limited to the internet) that are not owned or operated by PointClickCare. The Voice Dictation Services are provided on an "as is" basis, and PointClickCare makes no, and expressly disclaims to the fullest extent permitted by applicable law any and all warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement and, with respect to accuracy of information transmitted using the Voice Dictation Services (including with respect to the accuracy, manner of use, disclosure, integrity and loss thereof), and third party software and open source software and customer software (without regard in the case of each of the foregoing software to whether such software was recommended or incorporated into the Voice Dictation Services).
4. **Indemnification.** PointClickCare assumes no responsibility for any of the foregoing, and Customer hereby indemnifies and fully releases Nuance, PointClickCare and its affiliates, and their respective officers, agents and employees, from any losses, damages, expenses (including reasonable attorneys' and expert fees) claims, actions or other liabilities for the wrongful death or personal injury of a third party directly or indirectly caused or arising out of any of the following and whether or not such claims are foreseeable as at the effective date hereof: (i) Customer and its User's use or non-use of any Voice Dictation Services, (ii) any content, results or output from any Voice Dictation Services, (iii) any medical practice-related recommendations provided by Nuance or the Voice Dictation Services, and/or (iv) Customer and its User's failure to identify and correct any inaccuracies and/or errors in the content, results or output of any Voice Dictation Services provided under this Addendum; and/or (v) any medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer's or its affiliates' access to or use of the Voice Dictation Services (or any other PointClickCare service) or delivery of medical care. Use of the Voice Dictation Services does not absolve Customer and its Users of their professional obligation to exercise independent medical judgment in rendering healthcare services to patients, and such obligation lies solely with Customer and its User's.
5. **Intellectual Property and Trademarks.** Customer acknowledges any PointClickCare or third-party trademarks, trade names, product names and logos (the "Trademarks") contained in or used within the Voice Dictation Services (or any other PointClickCare service) are the trademarks or registered trademarks of their respective owners, and the use of such Trademarks shall inure to the benefit of the trademark owner. PointClickCare and Nuance (where applicable) retains all right, title, interest and ownership (including, without limitation, all intellectual property rights) in and to the Voice Dictation Services.

6. **Severability.** If any provision of this Addendum is held by a court of competent jurisdiction to be contrary to law or invalid or unenforceable to any extent or in any context, the offending provision shall be modified by the court and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Addendum shall remain in effect and be severable and shall not be affected by any such determination of invalidity.
7. **No Waiver.** The failure of either party to require the performance of any item or obligation of this Addendum, or the waiver by either party of any breach of this Addendum, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
8. **Principles of Construction.** In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the Voice Dictation Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer's continued access to, or use of, the Voice Dictation Services after such notice period constitutes acceptance of such changes.
9. **No Construction Against Drafter.** Each party to this Addendum hereby acknowledges that it has been advised of its right to engage independent legal counsel of its own selection in connection with the review and execution of this Addendum. As such, no party hereto shall be considered to be the drafter of this Addendum or any paragraph or term hereof and no presumption shall apply to any party as the "drafter." Each party understands the advisability of seeking legal counsel and/or other professional advisors to review the Addendum, and has exercised its own judgment in this regard, and has relied on its own professional advisors when evaluating the propriety and legality of the Addendum and the Voice Dictation Services provided.
10. **Headings.** The heading of any Section or subsection contained in this Addendum is for convenience only and shall not be deemed a part of this Addendum or a representation as to the contents of the same.