

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 PointClickCare’s workforce management solutions made available to Customer and offered in partnership with Apploi Corp. (a third party who develops and provides applicant tracking & recruitment, onboarding, and scheduling software solutions, as further described in this Addendum) (the “**Partner**”) through an API connection.

For the purposes of this Addendum, the workforce management solutions made available to Customer may include (i) Apploi Hire, a tool that helps Customer distribute and optimize job posts, recruit candidates, screen applicants and send offer letters, and/or (ii) Apploi Scheduling, an all-in-one enterprise scheduling platform tailored to help Customer maximize coverage and drive labor cost savings (collectively referred to as the “**Apploi Services**”).

Capitalized terms used but not defined in this Addendum shall have the meanings set out in the MSA. 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.

1. **Customer Acknowledgements and Obligations.** Customer hereby understands, acknowledges, and agrees that:
 - 1.1. Customer will be responsible for ensuring for Customer and its Users (i) are adequately trained to ensure safe and effective use of the Apploi Services, and the services are utilized for its intended uses; (ii) are using the Apploi Services only in accordance with any documentation provided by PointClickCare and/or the Partner; and (iii) are in

compliance with all applicable local, state or provincial, federal, and/or international laws, rules and government regulations (including privacy requirements) relating to Customer's and Users' use of the Apploi Services.

- 1.2. The Apploi Services will involve the bi-directional transfer of information (including Personally Identifiable Information ("PII") between Customer's facility (or facilities), and PointClickCare and its Partner. Customer unconditionally consents to the transfer of PII from its facility (or facilities) to PointClickCare, and its Partner, and receipt of PII therefrom, as needed to support the Apploi Services.
- 1.3. Customer represents and warrants that it is responsible for obtaining all necessary consents from individuals for the access, use, disclosure, or transmittal of PII and delivery of services using the Apploi Services, prior to the use of the Apploi Services, and that it shall retain records of such consents available to PointClickCare upon reasonable requests for audit and to satisfy regulatory requirements.
- 1.4. Customer shall not: (i) sell, rent, lease, transfer, assign, distribute, display, host, outsource, disclose, or otherwise commercially exploit the Apploi Services or make them available to any third party, except to Users; (ii) modify, create derivative works of, disassemble, reverse compile, reverse engineer, or subvert the intrinsic security of any part of the Apploi Services or any other related PointClickCare services, including but not limited to re-identifying anonymous data; (iii) access or use the Apploi Services and any related PointClickCare services for the purpose of building a similar or competitive product or service; (iv) disclose any review of the Apploi Services to any third party without obtaining prior written approval from PointClickCare; (v) post, transmit, link to, or otherwise distribute any material or information that is inappropriate, profane, defamatory, obscene, indecent, or unlawful. Except as expressly provided herein, no part of the Apploi Services may be copied, reproduced, distributed, republished, downloaded, displayed, posted, or transmitted in any form or by any means, including but not limited to electronic, mechanical, photocopying, recording, or other means. The Customer shall make every reasonable effort to prevent unauthorized third parties from accessing the Apploi Services and any related PointClickCare services and shall promptly notify PointClickCare of any such unauthorized access or use
- 1.5. Customer will notify PointClickCare promptly of any password theft, security breach or other unauthorized access to, or use of, the Apploi Services or any other PointClickCare service utilized by the Customer.
- 1.6. Customer accepts and agrees to be bound to the Partner with respect to Standard Implementation Service and training provided in Appendix A of this Addendum.

2. **Implementation Services.** Customer acknowledges and understands configuration and implementation of the Apploi Services will require certain professional services on a per facility basis for the effective use of the Apploi Services delivered by Partner (the “Standard Implementation Services”), in accordance with SOW, attached hereto as Appendix A.
3. **Customer Support.** Customer acknowledges and understands customer support for the Apploi Services will be provided by Partner, available from 9:00AM – 6:00PM Eastern Time, Monday to Friday (the “Apploi Services Customer Support”). Customer may access Apploi Services Customer Support by contacting Partner via email at support@apploi.com.
4. **Fees and Payment.** Notwithstanding anything to the contrary, applicable payment obligations for Apploi Services subscription and implementation fees will be described in an associated Order Form. Customer acknowledges and agrees the billing start date shall be effective the date indicated under the ‘Billing Period’ column of the Order Form (the “Billing Start Date”). In the absence of a Billing Start Date, billing will commence sixty (60) days after the date Customer receives training for the use of Apploi Services from Partner. For the purposes of this Section 5, “training” means the process through which a Partner imparts the necessary knowledge, skills, and competencies to Users’, administrators, or any relevant stakeholders designated by the Customer for the effective and efficient utilization of the Apploi Services. Training may be delivered through various methods, including virtual workshops, online courses, webinars, documentation, and interactive tutorials. Notwithstanding any provision to the contrary, the Customer acknowledges and agrees that if the Customer has subscribed to any portion of the Apploi Services directly through Partner prior to the execution date of this Amendment, or if the Customer has subscribed to both Apploi Hire and Apploi Scheduling (collectively referred to as “Bundled Apploi Services”), the following terms shall apply: In the event that the Customer terminates a service within the Bundled Apploi Services, the Customer is required to execute an updated Order Form within thirty (30) days of such termination. Failure to execute the updated Order Form within this period will result in the automatic termination of all Apploi Services at the end of the thirty (30) day period.
5. **Indemnification.** Customer, and not PointClickCare, shall be fully responsible for any uses made of the Apploi Services and related PointClickCare services by Customer, its Users, agents, employees, and representatives, and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon. PointClickCare is not a health care provider and does not provide medical advice. Therefore, with regard to any third-party threatened or asserted claims or actions, including for personal injury, tort, 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 Apploi Services (or any other PointClickCare service) or delivery of medical care (a “Medical Claim”), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but

not limited to, partners, suppliers, and licensors retained by PointClickCare to provide services or Apploi Services directly to Customer or indirectly through incorporation of their services, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS, AND TO THE EXTENT THAT, SUCH CLAIMS DIRECTLY RESULT FROM NEGLIGENT ACTS OR OMISSIONS BY POINTCLICKCARE (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, LICENSORS, AGENTS OR SUBCONTRACTORS).

6. **Hold Harmless.** As described in Section 1.3 of this Addendum, Customer agrees that it is solely responsible for obtaining and retaining all necessary consents from individuals for the access, use, disclosure, or transmittal of PII the use of the Apploi Services. If Customer fails to obtain and retain adequate consent, Customer shall hold PointClickCare and its partners harmless from any and all adverse expenses, damages or losses which may result from using or disclosing an individual's PII in relation to the use of the Apploi Services.
7. **Limitation of Liability.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS ADDENDUM OR MSA, AND TO THE EXTENT SUCH EXCLUSIONS ARE PERMITTED BY APPLICABLE LAW, NEITHER CUSTOMER, POINTCLICKCARE NOR PARTNER SHALL BE LIABLE FOR, NOR SHALL THE MEASURE OF DAMAGES UNDER THIS ADDENDUM INCLUDING: ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S, POINTCLICKCARE'S OR PARTNER'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS ADDENDUM OR CUSTOMER'S USE OF THE APPLOI SERVICES; LOST PROFITS OR INTEREST OR REVENUE OR GOODWILL OR DATA OR IMAGES OR BUSINESS OPPORTUNITIES OR BUSINESS INTERRUPTION; LOSS OF USE; THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES; COST OF CAPITAL; OR CLAIMS OF THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATED TO MEDICAL MALPRACTICE, MEDICAL DIAGNOSIS, OR OTHER LIABILITIES FROM THE USE OF THE APPLOI SERVICES); REGARDLESS OF WHETHER OR NOT POINTCLICKCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF HOW CAUSED OR ALLEGED TO BE CAUSED, AND REGARDLESS OF WHETHER THE ALLEGATION IS GROUNDED IN WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, CIVIL LIABILITY OR OTHER CAUSE OF ACTION OR CLAIM UNDER OR IN CONNECTION HERewith OR THE SUBJECT MATTER HEREOF, AND REGARDLESS OF WHETHER MADE IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND.

THE MAXIMUM LIABILITY OF POINTCLICKCARE OR PARTNER TO CUSTOMER, ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM OR MSA SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE APPLOI SERVICES IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE OF THE APPLICABLE CLAIM. THIS LIMITATION OF

LIABILITY APPLIES TO ALL CAUSES OF ACTION INCLUDING BREACH OF CONTRACT, TORT LIABILITY AND NEGLIGENCE

8. **Representations and Warranties.** Neither PointClickCare, or its partners, shall 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 its partners, suppliers, licensors, agents or subcontractors; 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, or its partners, suppliers, licensors, agents or subcontractors. The Apploi Services are provided on an "as is" basis, and PointClickCare and its partners make 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 Apploi 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 Apploi Services).
9. **Limitation on Filing Claims.** No claim against PointClickCare or Partner of any kind, under any circumstances, whether in relation to the Apploi Services or any other PointClickCare service, shall/may be filed more than one (1) year after Customer knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of that would give rise to such claim.

Miscellaneous Provisions

10. **Independent Contractor.** PointClickCare's relationship with Customer shall be that of an independent contractor. PointClickCare reserves the right to use third parties, including Partner (who are under a covenant of confidentiality with PointClickCare), including to assist with any related support services, configuration, implementation, and development processes for the Apploi Services. In no event shall either party be liable for the debts or obligations of the other party. Customer shall not have any control or direction over the methods by which PointClickCare performs any professional responsibilities hereunder.
11. **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.

12. **Assignment and Third-Party Beneficiaries.** Customer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of PointClickCare (not to be unreasonably withheld). Partner shall be a third-party beneficiary of this Addendum and entitled to enforce its terms given its ownership of intellectual property rights in portions of Apploi Services and the provider of customer support and other services. While Partner shall benefit from these specific protections and enforceable rights, this Addendum and its corresponding MSA shall not impose any obligations by PointClickCare or Customer towards Partner beyond those explicitly stated for Partner herein, unless otherwise accepted in writing by Partner.
13. **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.
14. **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 Apploi 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 Apploi Services after such notice period constitutes acceptance of such changes.
15. **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 Apploi Services provided.
16. **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.

APPENDIX A

Partner Statement of Work – Standard Implementation Services

PointClickCare has partnered with Partner to provide you with Apploi Services, your all-in-one workforce management technology provider. Apploi Services helps Customer’s manage the staff experience from job post through to shift fulfillment, empowering teams to fill roles quicker, lessen agency dependence, and increase occupancy rates. From a single platform, Users can attract top talent, automate the hiring process, and manage team's performance and shifts, whether you’re staffing a single facility or multiple locations. Implementing Apploi Services allows your staff to spend time where it matters, focusing on the quality of care for their patients and residents. For the purposes of this SOW, references to “you” and “your” shall refer to Customer, and “we”, “us” and “our” shall refer to Partner.

Project Introduction

Partner understands the challenges involved in implementing technology in the healthcare environment and our implementation approaches are designed to support you throughout the process. Our implementations are delivered through a consultative, partnership-based approach that ensures we design a custom implementation plan to meet your needs.

Your project will be delivered within key phases, each crafted with your success in mind. Upon your project kick-off, your Onboarding Specialist will discuss your timelines and needs in more detail to deliver a tailored project plan.

Project Phases

Phases	What to Expect
Initiation	(i) You will receive a welcome email that contains a questionnaire to help us learn more about you and your corporations’ operational goals. This will in turn allow us to begin preparing or a customized experience to meet your goals.
Kick-Off	(i) On this call, you’ll meet your Onboarding Specialist who will assist you during your implementation, and your Customer Success Manager who will guide you throughout the rest of your journey as a Apploi Services customer. (ii) During your kick-off call, we will review your enterprise readiness training and configuration strategy, begin discussing facility roll-out plans, schedule a cadence of recurring calls and discuss your next steps. (iii) We’ll introduce you and your team to Apploi Services and get you started with your training.

	(iv) Following the kick-off call, you will be provided with a project plan with your deliverables, billing schedule and timelines for signature, if applicable.
Execution	<p><i>Enterprise Readiness (if applicable)</i></p> <ul style="list-style-type: none"> (i) Execution will occur in multiple phases in alignment with your corporate needs. The first phase will focus on enterprise data configuration, alongside facility training and roll-out plans. (ii) During this phase you'll complete in-app and 1:1 training sessions to ensure enterprise readiness prior to facility launch, if applicable. <p><i>Facility Roll-Out</i></p> <ul style="list-style-type: none"> (i) Next, we will begin facility level roll-out & training in accordance with your corporate goals. (ii) Each site will partake in in-app training, 1:1 sessions and/or group webinars, as well as customize their system data as needed. (iii) Throughout the execution phase your sites will achieve mini go-live(s) with each week that passes. (iv) Your enterprise team will connect frequently with Partner to review facility roll-out statuses and successes.
Monitor and Close	<ul style="list-style-type: none"> (i) During this phase, we will monitor the success of each site, provide corporate updates, and help provide answers to any questions that arise. (ii) Upon successfully meeting your measures of success, your project will close. (iii) Our support team will be there for you to help with any day-to-day questions that pop up.

Our Promise

We have learned through experience that there are critical pieces to every implementation in our partnership with our customers – they are simple and drive success. We are committed to your success and in return, we ask a few things of you. Therefore, you acknowledge and agree to the following:

We Will	You Will
Work with your team to create a personalized implementation plan and establish exactly what we need to do together in order to complete the project.	Commit the resources required to implement the Apploi Services and drive changes in your organization.

Listen to you. We will be accessible and respond to you within one business day.	Treat us as a trusted partner that works collaboratively with your team to help enhance operation outcomes for your organization.
Use our experiences and tools to understand your business and drive optimized outcomes.	Bring information and expertise to the project about how you want to operate in the future.
Deliver professional services with a mindset of growing and developing the capabilities of our customers.	Be on time for all meetings and complete homework and follow up action items on time.
Empower you with the knowledge to have a successful implementation.	Come to the table ready to adopt new ways of doing things and work to achieve shared goals of success around the time and scope of the Project.

Roles and Responsibilities

To meet your goals and timelines, it is important to ensure you have the right team members participate during the onboarding process. Below are the typical resources that are involved in successful rollouts.

Partner Team:

- (i) **Onboarding Specialist:** Your Onboarding Specialist will walk you through your project and training needs from the start to end of your project. They will be your go-to contact during this phase. If you're an enterprise client, you will receive a dedicated Onboarding Specialist to oversee the success of enterprise readiness & account roll-out.
- (ii) **Customer Success Manager:** Your Customer Success Manager is there to monitor your success in the short and long term. Your Customer Success Manager is a safe place to take any product or service delivery concerns.
- (iii) **Support:** The support team is there to answer any of your day-to-day questions.

Your Team:

- (i) **Project Manager/Lead:** Your Project Lead should be familiar with the needs of your dietary department and leadership goals. The Project Lead will ensure your project team has the capacity to complete their tasks, as well as work alongside Partner to track your projects success.

- (ii) **Operational Experts:** To help drive successful outcomes, including team members that understand your dietary operations in and out will be crucial to ensure the work being done aligns with your internal workflows and needs. This includes exports to support Point of Sale interfaces, if applicable.
- (iii) **Front-Line Staff:** Your front-line staff include those that will work directly within Partner.

Assumptions

The Standard Implementation described in this SOW are predicated on the following assumptions:

Assumptions	
Implementation & Training Approaches	<ul style="list-style-type: none"> (i) Onsite sessions are not included. You will incur additional fees for requested onsite sessions, which will be subject to Partner's travel and accommodation policy. (ii) 1:1 training will be provided until project closure or 12 months whichever occurs first. Requests for additional training may impact the scope and deliverables of the Project or may require a quote for additional professional services. (iii) Training will be delivered through in-app courses and a web conferencing technology. Your team members may need to download software to participate in training sessions. (iv) Training may be delivered by Partner or a certified third-party partner.
Customer's Data	<ul style="list-style-type: none"> (i) it is your responsibility to validate data is in compliance with your facilities standards.
Client Resources	<ul style="list-style-type: none"> (i) You will assign personnel with knowledge of its processes and who can commit to attending all configuration and training calls. This is critical to success of the Project. (ii) You will provide dedicated personnel to support the data extract, entry, and validation in a responsive and timely manner. (iii) You will ensure that all necessary staff are available for training sessions.
Networking & Technical Compliance	<ul style="list-style-type: none"> (i) You will ensure compliance with <u>system requirements</u> are in place prior to project initiation.
Project Management	<ul style="list-style-type: none"> (i) Projects will be considered complete once all phases have been delivered and the formal project close email has been shared with you and your teams. Projects will automatically close if there has been no response to close out or status update communications in 30 days.