

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 secure conversations services (the “**Secure Conversations Services**”) subject to the terms and conditions herein.

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 Secure Conversations Services. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

SC1. Customer’s Acknowledgments and Obligations. In respect of the use of the Secure Conversations Services, Customer understands, acknowledges, and agrees:

- i. the Secure Conversations Services are wireless services intended to deliver non-critical, non-emergency messages between users;
- ii. the Secure Conversations 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 text, video or audio communications that are beyond PointClickCare’s control;

- iv. the Secure Conversations 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. the Secure Conversations 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. Customer is solely responsible for all telecommunication and internet connections required to access the Secure Conversations Services, as well as all hardware and software at Customer's site(s). PointClickCare hereby disclaims all liabilities and makes no warranties of any kind with respect to Customer's use of products or services provided by third parties to access or use the Secure Conversations Services (e.g., computers, operating systems, internet connections, etc.); Customer represents and warrants that it is solely responsible for obtaining all necessary consents for the access, use, disclosure, or transmittal of Customer's resident data, prior to the use of the Secure Conversations Services, and that it shall retain records of such consents available to PointClickCare at their reasonable requests for audit and to satisfy regulatory requirements.
- vi. Secure Conversations messages will automatically expire and will be permanently deleted from all systems based on the then-current service settings available from PointClickCare, Customer is solely responsible for backing up (by saving messages as progress notes) any Secure Conversations messages data for Customer data retention requirements prior to the expiration date of messages;
- vii. PointClickCare may access, use or disclose the PHI of Customer's residents within Canada or the United States; and
- viii. as a condition of using the Secure Conversations Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer's use of the Secure Communication Services.

SC2. PHI-Specific Provisions. Customer understands, acknowledges, and agrees that, in order for PointClickCare to support, maintain, enhance and add new features to the Secure Conversations Services, PointClickCare needs the ability to: (i) de-identify the Protected Health Information (also known as Personal Health Information, Health Information, or Personal Information [relating to the mental or physical health of individuals] in certain Canadian jurisdictions) ("*PHI*") of Customer's residents; (ii) aggregate data derived from the PHI of Customer's residents; and, (iii) store a copy of the PHI of Customer's residents in a separate environment (i.e., outside of Customer's database) under PointClickCare's control (for greater clarification, no customers shall have access to any such environment) where such data shall reside in a data pool, so it can be used in conjunction with copies of the PHI of other customers' residents (e.g., for benchmarking purposes). Accordingly:

- i. ***Uses and Disclosures for Management and Administration.*** PointClickCare may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If PointClickCare discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, PointClickCare must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to notify PointClickCare promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, PointClickCare may permit access to the system by PointClickCare's contracted system developers under appropriate confidentiality agreements.
- ii. ***Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses.*** PointClickCare may use PHI to provide data aggregation services, and may disclose aggregated data derived from PHI. PointClickCare may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the MSA or for PointClickCare's own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or regulations, or under the MSA. PointClickCare may use PHI to de-identify the PHI. PointClickCare may create Limited Data Sets ("**LDS**") from PHI. PointClickCare may use and disclose the LDS pursuant to the same permissions hereunder that apply to PHI. Additionally, PointClickCare may disclose the LDS where PointClickCare requires the recipient of the LDS to enter into a data use agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. PointClickCare may use (but not disclose) PHI to identify patients/residents of Customer who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Customer's professional medical judgment regarding the appropriateness of said programs for a patient/resident. PointClickCare may receive remuneration in connection with presenting Customer with patients'/residents' eligibility for said programs. PointClickCare may incorporate information received by Customer's authorized services providers and PointClickCare's third-party associates, who are providing or paying for services for one or more of Customer's patients/residents, into the services provided by PointClickCare. Customer

hereby authorizes PointClickCare to request and receive such information on Customer's behalf and to incorporate same as described herein. Customer acknowledges and agrees that PointClickCare may engage in further data use/disclosure activities to the extent permitted by law, and that such activities may not be explicitly described herein. Customer agrees to the same, so long as PointClickCare conducts such activities in accordance with applicable law. All rights, title and interest in and to any de-identified data, aggregated data, or other data created by PointClickCare that is neither Customer's PHI nor confidential information (only to the extent "confidential information" is defined in the MSA) is owned by, and the exclusive property of, PointClickCare, which PointClickCare may use, disclose, market, license and sell for any legally allowable purpose without restriction.

- SC3. Indemnification.** Customer, and not PointClickCare, shall be fully responsible for any uses made of the Services or any other PointClickCare service by Customer, its 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, Customer shall be responsible for 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 Services (or any other PointClickCare service) or delivery of medical care (a "**Medical Claim**"). Notwithstanding the forgoing, Customer and PointClickCare, as parties, shall each be responsible and liable for any claims, liabilities, demands, lawsuits and expenses, including attorney's fees, relating to their own acts or omissions. In the event that a claim is made against either or both parties, it is the intent of both to reasonably cooperate in the defense (at each parties own expense) of such claims and to cause their insurers to do likewise. However, each party shall have the right to take any and all action it believes necessary to protect its interests.
- SC4. Hold Harmless.** Customer agrees that it is solely responsible for obtaining and retaining all necessary consents from individuals for the access, use, disclosure, or transmittal of PHI the use of the Secure Conversations 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 PHI in relation to the use of the Secure Conversations Services.
- SC5. Representations and Warranties.** PointClickCare will 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 connections, computer networks, or

telecommunications facilities (including but not limited to the internet) that are not owned or operated by PointClickCare. The Secure Conversations 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 Secure Conversations 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 Secure Conversations Services).

- SC6. 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.
- SC7. 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 Secure Conversations 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 Secure Conversations Services after such notice period constitutes acceptance of such changes.
- SC8. 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 Secure Conversations Services provided.

SC9. 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.