

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.

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. PointClickCare and Customer are each a “Party” and collectively, are the “Parties” hereto.

1. Definitions. As used herein, the following terms have the following meanings:

- 1.1. ServiceFlex: provides Customers with a catalogue of services including, but not limited, to one or more of the following: (i) Customer Support (ii) Professional Services; or (iii) Technical Services (collectively referred to as the “**ServiceFlex Services**”), as further described in Exhibit A of this Addendum, ServiceFlex Services offerings may be subject to change from time to time.
- 1.2. Credits: Customers receive ten (10) monthly credits (the “**ServiceFlex Credits**”) for the use of any of the ServiceFlex Services available in the service catalog.
- 1.3. Expiration of Credits: Customer may only use the ServiceFlex Credits in the respective month issued. Any ServiceFlex Credits not used in the respective month will not roll over to subsequent month(s).
- 1.4. Credit Usage: A credit is deemed used upon customer request for ServiceFlex Services and the commencement of ServiceFlex Services by PointClickCare. Notwithstanding

anything to the contrary, Customer acknowledges and accepts the ServiceFlex Credits cannot be used for any other PointClickCare services, may not be transferred to any third party and there are no exchanges or cash value to offset any current or future subscription fees due or payable to PointClickCare.

2. **PointClickCare’s Commitment to the Customer.** At PointClickCare, our customers and their ability to provide the best quality of care/services to their residents are among our top priorities. Customer may take advantage of our latest technological innovation, participation for the services also has the following benefits:

- i. Ability to provide feedback to PointClickCare on the catalogue of Customer Support, Professional and Technical Services; and
- ii. Training/webinars and support entitlements included in the PointClickCare ServiceFlex Services.

3. **Term and Termination.**

- 3.1. The ServiceFlex Services will be made available to the Customer beginning on the 1st of the next full month after PointClickCare countersigns this Addendum and is targeted to end six (6) months thereafter (the “**Initial Term**”). Customer must provide a minimum of thirty (30) days’ written notice prior to the end of the Initial Term in order to terminate the ServiceFlex Services, otherwise, shall automatically renew on a monthly basis unless otherwise terminated by PointClickCare or Customer in accordance with the termination provisions of the MSA.

- 3.2. If the ServiceFlex Services are terminated prior to the 4th month the Initial Term, the Customer shall pay PointClickCare two (2) months of subscription fees for the ServiceFlex Services, as an early termination fee (the “**Early Termination Fee**”), if terminated after the 4th month of the Initial Term, no Early Termination Fee will be applied.

4. **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 ServiceFlex 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 ServiceFlex 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 services made available by PointClickCare).

5. **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 NOR POINTCLICKCARE 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 OR POINTCLICKCARE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS ADDENDUM OR CUSTOMER'S USE OF THE SERVICEFLEX 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 SERVICEFLEX 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 TO CUSTOMER, ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS ADDENDUM SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE SERVICEFLEX 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.

Miscellaneous Provisions

6. **Independent Contractor.** PointClickCare's relationship with Customer shall be that of an independent contractor. PointClickCare reserves the right to use third parties (who are under a covenant of confidentiality with PointClickCare), including to assist with any related support services, configuration, implementation, and development processes for the ServiceFlex 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.

7. **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.
8. **Assignment.** 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).
9. **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.
10. **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 ServiceFlex 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 ServiceFlex Services after such notice period constitutes acceptance of such changes.
11. **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 ServiceFlex Services provided.
12. **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.

Exhibit A – ServiceFlex Services & Entitlements

Customer acknowledges and agrees the ServiceFlex Services entitlements are as follows:

Entitlements	
Resources (online support portal, email support, SmartZone, Pulse)	Unlimited
Case Response Times	30 min – 4 hours
ServiceFlex Customer Support	Included
Professional Services Tokens	10/month
Technical Services Tokens	
Acquisition Priority Scheduling	Included
Standard Data Imports	Included
Quarterly Trim and Refresh of Training Database	Included
Quarterly Health Checks and Roadmap Review	Included
Paid Virtual Learning Opportunities	4
In-Person Summit Pre-Conference Training Seats	2