

THIS AGREEMENT (THE “MASTER SUBSCRIPTION AGREEMENT” OR “MSA”) 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, POINTCLICKCARE EHR FOR PRACTICE GROUPS AND RELATED CLOUD-BASED ELECTRONIC HEALTH RECORD SERVICES.

CUSTOMER AGREES TO THE TERMS OF THIS MSA, BY (1) EXECUTING AN ORDER FORM THAT REFERENCES THIS MSA, (2) CLICKING A BOX INDICATING ACCEPTANCE, OR (3) USING THE SERVICES. THE INDIVIDUAL ACCEPTING THIS MSA 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 MSA DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS MSA AND MAY NOT USE THE SERVICES.

This Agreement was last updated on January 08, 2025. It is effective between Customer and PointClickCare as of the date of Customer’s acceptance this Agreement (the “**Effective Date**”). By electronically accepting this MSA, you acknowledge that you have read, understood, and agreed to be bound by its terms and conditions.

1. PointClickCare’s Responsibilities

- 1.1. **PointClickCare’s Services Commitment.** PointClickCare will: (i) make the Services, as ordered by Customer pursuant to an **Order Form**, which shall be deemed part of, and subject to, this MSA, available to Customer and Users; (ii) make the Services and PointClickCare customer support available in accordance with PointClickCare’s **Service Levels and Support Addendum (“SLA”)** attached to this MSA as Schedule 2; (iii) if applicable, make available “for fee” consulting and professional and other services as set out in separate Quotes/Order Forms, and/or Statements of Work, and governed by PointClickCare’s **Professional Services Addendum** attached to this MSA as Schedule 1 (“**Professional Services**”); and (iv) provide the Services, including the Professional Services, in accordance with applicable laws and government regulations governing Services of the type provided by PointClickCare. “**Services**” means (a) the provision of access to, and participation in, (i) PointClickCare’s cloud-based electronic health record platform, including its Core EHR Platform for Practice Groups, and (b) related support services, configurations, implementations, documentation, and training services, in each case pursuant to an Order Form. “**Users**” means individuals who are authorized by Customer to use and access the Services in accordance with this MSA and, as applicable, the Terms of Use, and who have been supplied user identifications and passwords by Customer in accordance with PointClickCare’s reasonable security and user-credentialling requirements as PointClickCare may communicate to Customer from time

to time. Users may include Customer's employees, consultants, contractors, and agents, including qualified medical professionals, as determined and monitored by Customer.

- 1.2. **PointClickCare's Mobile Applications.** Customer may pursuant to an Order Form order any or all of PointClickCare's mobile applications ("**Mobile Apps**"), which may be downloaded, installed and used on Users' mobile devices. Customer acknowledges Mobile Apps require a User's agreement, on a per-device basis, to an end user license agreement in order to download, install and use such applications.
- 1.3. **PointClickCare's Protection of Customer's Resident/Patient Data.** PointClickCare will:
(i) maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the electronic health records of Customer's residents and other information considered "Protected Health Information", "Personal Health Information" or any similar descriptor ("Resident/Patient Data") as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") and other personally identifiable health information to the extent defined under any more restrictive state law or any similar provincial law (e.g., Ontario's Personal Health Information Protection Act, 2004); (ii) obtain third-party security audits that indicate whether the protection and security of Customer's Resident/Patient Data meet established industry standards for the provision of services comparable to the Services; and (iii) unless otherwise specified, host Customer's production database containing Resident/Patient Data in Customer's country of residence provided that: (a) PointClickCare may from time to time access US Customers' Resident/Patient Data from Canada, and Canadian Customers' Resident/Patient Data from the United States, for various purposes, including disaster recovery, troubleshooting software and technical issues, and responding to specific Customer requests for data access; and (b) host Canadian Customer's backup Resident/Patient Data (in double-encrypted form) in the United States.

2. Customer's Use of the Services

- 2.1. **Customer's Responsibilities.** As between PointClickCare and Customer, Customer is solely responsible for: (i) Customer's and Users' compliance with this MSA and all applicable schedules and addenda and any independent agreements between Customer and a facility; (ii) maintaining its own appropriate administrative, physical and technical safeguards for protecting the security, confidentiality, availability, privacy and integrity of all electronic data or information ("**Data**") created, received, uploaded, posted, transmitted or stored through Customer's and Users' use of the Services, including, without limitation, Resident/Patient Data and text messages sent by Customer or its Users that are processed through a Mobile App (collectively, "**Customer's Data**"); (iii) the accuracy, quality, and legality of Customer's Data, as transmitted by Customer to the Services, and the means by which Customer and Users acquire Customer's Data; (iv) managing Users'

identity and password combinations for use of, and access to, the Services; (v) using commercially reasonable efforts to prevent password theft or loss, or unauthorized access to or use of the Services; (vi) notifying PointClickCare promptly of any password theft, security breach or other unauthorized access to, or use of, the Services; (vii) using the Services only in accordance with any documentation provided by PointClickCare and all applicable local, state or provincial, federal, and/or international laws, rules and government regulations relating to Customer's and Users' use of the Services and Customer's and Users' provision of health care and medical services to Customer's residents or patients; (viii) establishing implementing, and maintaining comprehensive and robust security and privacy policies, programs, and controls and communicating Customer's security policies to their own personnel for interfacing and communicating with PointClickCare; (ix) procuring and maintaining the network connections (including, without limitation, system level access, logon-IDs and rules permitting access to data sets) that allow Users to access and use the Services, including Secure Socket Layer protocol or other protocols accepted by PointClickCare; (x) obtaining the necessary authorization and consent from a facility to access Resident/Patient Data from such facility and ensuring Users follow login procedures that support such protocols; (xi) reviewing User profiles/roles, User privileges, stale accounts, failed log-in attempts and other User usage reports on a periodic basis and communicating any changes to PointClickCare on a timely basis; (xii) installing and configuring endpoint and network security, anti-virus software and network firewalls for systems that interface with PointClickCare's systems; (xiii) informing PointClickCare of any changes to the individuals authorized to act as Users; (xiv) taking any other actions that a health care provider should, in the normal course of dealing with Resident/Patient Data, to protect the confidentiality of such data; (xv) determining or confirming the accuracy of all of Customer's Data, including any auto-populated data or auto-checked fields, pop-ups, or the like, and verifying any data related to billing or coding; and (xvi) terminating any User's access to Services: (a) when a User ceases to perform work on behalf of Customer; or (b) if a User breaches any term of this MSA. Customer is responsible for all acts and omissions of any User in connection with User's access and use of Services. PointClickCare reserves the right to restrict or terminate a User's access to Services if PointClickCare determines in its reasonable discretion that such access has or may have an adverse effect to PointClickCare, including, without limitation, with respect on PointClickCare's business or Services.

- 2.2. **Prohibited Actions.** Customer shall not, and shall ensure Users do not: (i) make the Services available to anyone other than Users; (ii) sell, resell, lease or timeshare the Services, or assign or transfer the Services except as set forth in Section 13.10; (iii) use the Services to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any of the following: (a) malicious code, (b) illegal information or communications, (c) content or Data that would falsely represent Customer's or any

User's identity or qualifications, (d) content or Data that constitutes a breach of any individual's privacy or other legal rights, (e) advertisements or any other unsolicited communications, or (f) any information, software, or content that is not legally Customer's and may infringe the rights of any person, including intellectual property rights; (iv) interfere with, or disrupt the integrity or performance of, the Services or third-party Data; (v) attempt to gain access to any other entity's services, or systems, networks, or related Data that Customer does not have a legal right to access; (vi) copy, duplicate, frame, or mirror any part of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (vii) derive specifications from, modify, decompile, de-construct, reverse engineer, translate, record, or create any derivative works based on the Services; (viii) access the Services if Customer of any User is a health information technology company (or an affiliate, agent, or consultant thereof) or otherwise has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system in any way competitive with the Services; (ix) copy any features, functions, or graphics of the Services; (x) access the Services or allow any User, employee, contractor or agent to access the Services, with, for example, any automated or other process such as robotic process automation, screen scraping/data scraping/web scraping, by using robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose; or (xi) access the Services in such a way that adversely impacts the performance of the Services. Notwithstanding the foregoing, this Section shall be interpreted in a manner consistent with the interoperability and accessibility requirements set forth in the 21st Century Cures Act, Section 4001-4006, and its implementing regulations, as may be amended from time-to-time.

- 2.3. **Beta Services.** From time-to-time PointClickCare may invite Customer to access and use services not generally available ("**Beta Services**"). Customer may accept or decline any such trial in Customer's sole discretion. Beta Services shall be designated clearly as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. PointClickCare may discontinue Beta Services at any time in its sole discretion and may never make them generally available. PointClickCare shall have no liability for any harm or damage arising out of or in connection with a Beta Service, and PointClickCare makes no representation or warranties regarding the same.
- 2.4. **Clinical and Billing/Coding Responsibilities.** The parties acknowledge and agree that PointClickCare does not provide medical or health care or billing/coding services. PointClickCare is not responsible in any manner for overall patient care, patient care recommendations or referrals, or patient outcomes. The parties represent and warrant that they will at all times respect the independence of physicians' and other clinicians' clinical judgment (if any). PointClickCare will not have any control or direction over the

methods by which physicians or other clinicians performs their professional and medical responsibilities hereunder. PointClickCare makes no representations as to the quality or adequacy of medical services or course of treatment, accuracy of diagnoses, or the appropriateness of medical evaluations or opinions rendered by Customer or its healthcare practitioners. Customer acknowledges and agrees that the professional duty to treat the patient and to bill/code appropriately lies solely with Customer, and use of information contained in, or entered into, or provided through or by the Services in no way replaces or substitutes for the professional judgment or skill of Customer. Customer is responsible and liable for the treatment of patients as to whom Customer and its personnel access or use the Services, including responsibility for personal injury or loss of life. PointClickCare is not a health plan or healthcare provider, and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to/by it in, the Services. Use of, and access to, the Services, including, but not limited to, clinical information and billing/coding/MDS information therein, is at the sole risk and responsibility of Customer.

- 2.5. **Authorizations and Consent.** Customer acknowledges and agrees that it is solely responsible for ensuring that it has entered into appropriate agreements with the relevant facilities to facilitate access to and use of Resident/Patient Data. The Customer further represents and warrants that it has obtained, and will maintain, all necessary consents, authorizations, or other legal permissions required to access and use Resident/Patient Data in compliance with all applicable laws, regulations, and industry standards, including but not limited to applicable privacy and data protection laws. The Customer shall indemnify and hold harmless PointClickCare from any claims, damages, or liabilities arising from the Customer's failure to fulfill these obligations.

3. Third-Party Products and, Integrated Services and AI Features

- 3.1. **Third-Party Providers.** PointClickCare allows third-party vendors, service providers, software developers and information systems to provide their proprietary applications, websites and/or features via the PointClickCare EHR software platform, including pharmacies, health information exchanges, laboratories, and providers of other software tools ("**Integrated Services**"). PointClickCare offers Integrated Services by either: (i) licensing technology from a third party and embedding it within the Services ("**Embedded Technology**"); or (ii) establishing a connection with a third party's software platform or information system and PointClickCare's EHR software platform (a "**Connected Service**"). Both Embedded Technology and Connected Services are Integrated Services. PointClickCare reserves the right to modify, add, replace, or remove the Integrated Services at any time for any reason (including, without limitation, as required in connection with changes to the third-party license agreements for the Integrated Services), and further reserves the right to pass through to the Customer any

increased charges imposed by a third party in connection with a Connected Service after the date hereof.

- 3.2. **Additional Terms Related to Embedded Technology.** Customer consents to the use of Embedded Technology within the Services. In order to subscribe to use certain Embedded Technology, Customer may be required to agree to additional terms and conditions specific to that Embedded Technology. For greater certainty, the definition of “Services” in this MSA includes “Embedded Technology”, provided that Customer has agreed to any additional terms (i.e., an addendum to this MSA) as per the foregoing sentence, if required. If the functions of Embedded Technology require a third party to access Resident/Patient Data, PointClickCare requires the Embedded Technology provider to enter into a HIPAA business associate agreement with PointClickCare.
- 3.3. **Additional Terms Related to Connected Services.** Customer acknowledges that: (i) in order to use certain Connected Services, there may be additional applicable terms and conditions including those that may establish a direct contractual relationship between Customer and a Connected Services provider; (ii) Customer is responsible for entering into its own HIPAA business associate agreement (if Customer is located in the United States) or a similar agreement such as an IMA (if Customer is located in Canada) with a Connected Services provider, as applicable; and (iii) Uptime (as defined in the SLA), availability and support of Connected Services are excluded from the SLA, but may be provided by a Connected Services provider. If subscribed for a Connected Service, Customer agrees PointClickCare may allow the provider of such Connected Service to access Customer’s Data as required for the interoperation of that Connected Service with the PointClickCare EHR software platform. Customer acknowledges PointClickCare is not responsible for any disclosure, modification or deletion of Customer’s Data resulting from access by a Connected Service or its provider. PointClickCare does not warrant or support Connected Services, whether or not they are designated as “certified” or otherwise, except as specified in an Order Form or a specific addendum related to the Connected Service.
- 3.4. **CPT Codes.** Customer acknowledges and agrees that certain Services may include Current Procedural Terminology codes (“CPT Codes”) made available by the American Medical Association (the “AMA”) and subject to applicable terms and conditions (i.e., an end-user agreement or other written agreement authorizing use of CPT Codes) imposed by the AMA. To the extent CPT Codes are included in the Services, Customer will ensure that only Users who are required to use CPT Codes in the performance of their services for Customer (“CPT Users”) access and use such CPT Codes in the applicable Services, and that Customer has been granted an internal use license from the AMA permitting use of the CPT Codes by such Users. Customer will only permit one CPT User to access and use the applicable Services.

- 3.5. **Artificial Intelligence Features.** Customer acknowledges and agrees that the Services provided under this Agreement may include certain functionalities powered by artificial intelligence (“**AI Features**”). These AI Features are designed to provide automated outputs, analyses, and recommendations to assist Customer and its Users in their use of the Services, and have been designed in compliance with healthcare regulatory requirements, where applicable. Customer acknowledges that AI-generated outputs are generated through probabilistic and algorithmic processes that may not account for all situational nuances, regulatory requirements, or specific contexts relevant to the Customer’s intended use.

Customer and its Users expressly agree that they are responsible for independently reviewing, verifying, and assessing the appropriateness, accuracy, and completeness of any information, suggestions, or recommendations produced by the AI Features before reliance or implementation in Customer’s business processes. Customer further agrees to exercise its own professional judgment and seek additional professional advice where necessary, particularly where any such AI-generated outputs might have legal, financial, operational, or compliance implications.

PointClickCare makes no representations or warranties as to the suitability or fitness of AI-generated outputs for any particular purpose and disclaims all liability for any outcomes resulting from Customer or its Users’ reliance on AI Features.

4. Fees and Payments

- 4.1. **Fees.** Customer shall promptly pay within the term specified therein, all fees specified in Quotes/Order Forms and associated invoices. Fees are not based upon actual usage (but are calculated by number of Users) of any particular application or by any particular facility, and payment obligations are non-cancelable and, subject to Sections 4.5 and 10.6, fees paid are non-refundable. Fees shall be effective for one year after the Effective Date (as defined in Section 10.1), following which PointClickCare may increase fees no more frequently than once annually upon 60 days’ notice to Customer (except as necessary in accordance with Section 4.2). Unless otherwise stated therein, each Order Form shall expire and terminate on the date that is one year after the date of the Order Form if the Services/Professional Services ordered therein have not been activated/implemented and Customer will be issued a new Order Form for the Services/Professional Services at the then-current price. “**Order Form**” means any statement of work, service quote, service order form, data sharing authorization form, or other ordering document executed by both Customer and PointClickCare that references this MSA and that specifies the Services to which Customer is subscribing. An Order Form shall be deemed to be executed by Customer and PointClickCare if it is signed or electronically accepted by both parties or if it is presented electronically by

PointClickCare (including within the Services) and electronically signed or accepted by Customer.

- 4.2. **Quarterly User Count Calculation for Fees.** Unless otherwise specified, prices presented in an Order Form are calculated with reference to Customer's quarterly User count. Applicable fees associated with the use and access to the Services will be calculated by PointClickCare on a monthly basis based on the number of Users. Fee calculations will be done by using User counts from the end of the previous quarter, to determine the applicable fees, and monthly invoices reflect this User quantity for the next ninety (90) day period, beginning on the completion date of the then-current quarterly review and notice to Customer. Decreases in Users shall entitle Customer to a decrease in fees upon the completion of the then-current quarterly review notice to Customer, not retroactively applied. PointClickCare, or a third party acting on PointClickCare's behalf, reserves the right to audit Customer books and records as are relevant to the calculation of Customer subscription charge(s) or other fees due for the Services. Customer further agrees to fully co-operate with PointClickCare and to provide PointClickCare with access to all information reasonably necessary for PointClickCare to verify adjustment request details.
- 4.3. **Invoicing and Payment.** PointClickCare shall invoice Customer in accordance with the relevant Order Form and the terms specified therein. Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the invoice date. Customer acknowledges that if Customer is not timely paying its invoices, charges may become due immediately upon issuance of the invoice. Customer agrees to make payments by automated clearing house (which will be initiated and scheduled by PointClickCare) or other form of electronic payment acceptable to PointClickCare. Customer is responsible for providing complete and accurate billing and contact information and notifying PointClickCare of any changes to such information.
- 4.4. **Overdue Charges.** PointClickCare may charge interest on overdue amounts at the rate set out in the relevant invoice. Customer will be liable for any and all costs associated with the recovery of such payment, including court costs and reasonable attorney fees. If Customer has failed to pay any amounts when due, PointClickCare may suspend PointClickCare's provision of the Services to Customer, including financial modules, Professional Services and support services and may, upon reasonable notice, terminate this MSA for cause, cease its provision of the Services/Professional Services and return (or make available access to for a reasonable time, in its sole discretion) Customer's Data. The notice of termination will set out the processes, procedures and formats by which Customer's Data will be made available to Customer, provided that PointClickCare will have no obligation to print or otherwise convert Customer's Data to a Customer-preferred format.

- 4.5. **Fee Disputes.** If Customer reasonably and in good faith disputes any fees, Customer must provide PointClickCare with written notice of such dispute within 90 days of the applicable invoice date, after which period Customer's right of dispute expires. Customer must cooperate diligently with PointClickCare to resolve the dispute and pay all undisputed fees when due. PointClickCare will not exercise its rights under Section 4.4 in connection with fees disputed pursuant to this Section 4.5.
- 4.6. **Taxes.** All quoted prices exclude federal and state or provincial sales, excise, use, goods and services, and value added or similar taxes ("**Taxes**"). Customer acknowledges it shall be responsible for the payment of any such Taxes to PointClickCare. If Customer is a tax-exempt entity, it will have no tax obligations under this MSA for so long as Customer maintains such status, provided that it delivers to PointClickCare a copy of its certificate of tax-exempt status or other similar evidence that is reasonably satisfactory to PointClickCare. In the event PointClickCare is assessed Taxes, interest, penalty by any taxing authority in relation to one or more of Customer's invoices, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.
- 4.7. **Currency.** All references to "dollars" or the symbol "\$" in this MSA or any associated Order Form(s) shall be deemed to refer to: (i) United States dollars (USD) if the Customer is located in the United States; and (ii) Canadian dollars (CAD) if the Customer is located in Canada. The applicable currency, as specified above, shall govern all payments and monetary transactions under this MSA.

5. Data and Proprietary Rights

- 5.1. **PointClickCare's Ownership of the Services.** Subject to the limited authorization granted to Customer under this MSA, PointClickCare reserves all rights, title and interest in and to the Services, including all related intellectual property rights to the underlying software, including any enhancements, modifications, updates, or improvements thereto. Customer acknowledges and understands that Customer is obtaining only a subscription to use the Services and that, irrespective of any use of terms such as "purchase" or "sale" hereunder or in any Order Form, no ownership rights are conveyed to Customer under this MSA.
- 5.2. **Customer Right to Use and Access the Services.** Subject to the terms and conditions of this MSA, PointClickCare hereby authorizes Customer to access and use, and permit Users to access and use, the Services during the term of this MSA, solely for Customer's internal business purposes. This authorization is non-exclusive, revocable, and non-transferable (except under Section 13.10).

- 5.3. **Feedback.** Customer hereby grants PointClickCare a royalty-free, fully paid up, worldwide, irrevocable, sublicensable (through multiple tiers), transferable and perpetual license to copy, distribute, display, modify and otherwise use any suggestions, enhancement requests, recommendations, or other feedback relating to the Services provided by Customer and Users ("**Feedback**"), including, without limitation, the right to make, offer for sale and sell any products or services incorporating such Feedback. Notwithstanding the foregoing, Customer is under no obligation to provide Feedback to PointClickCare.
- 5.4. **Customer's Ownership of Customer's Data.** Except as provided in this MSA, Customer acknowledges and agrees that Customer owns Customer's Data as it is provided or otherwise made available by Customer or its Users, but acquires no right, title, or interest in PointClickCare's proprietary format or display of Customer's Data or any derivative data Customer acknowledges and agrees that Customer will only use PointClickCare's proprietary format or display of Customer's Data if Customer has paid for the right to do so as specifically set forth in an Order Form or has downloaded a hard copy or .pdf version of Customer's Data. Customer acknowledges and agrees PointClickCare will perform daily backup of Customer's Data for disaster recovery purposes and grants PointClickCare the right to access and copy Customer's Data for that purpose. Customer's Data will, following its return to Customer, be retained by PointClickCare where specifically required by law. Except as expressly set forth in this MSA or the BAA, PointClickCare has no obligation or liability for any loss, alteration, destruction, damage, corruption or recovery of Customer's Data. Except as expressly granted by Customer under this MSA and under a BAA or similar agreement where applicable, PointClickCare acquires no right, title, or interest from Customer in or to Customer's Data, including any intellectual property rights therein.
- 5.5. **License to use Customer Data.** Customer hereby grants to PointClickCare a non-exclusive, royalty-free, world-wide, fully paid up, and sublicensable (to contractors performing services on behalf of PointClickCare) right and license to host, copy, transmit, display, create derivative works of, and otherwise use and disclose Customer's Data as set forth in Section 5.
- 5.6. **Aggregate Usage Data.** Except for Resident/Patient Data (the usage of which is governed by the BAA or other similar agreement) and other personally identifiable Data within Customer's Data that is subject to the California Consumer Privacy Act (if any), PointClickCare may use Customer's Data and other Data collected by PointClickCare with respect to Customer's and Users' access to, and use of, the Services: (i) for the analysis, development, improvement and provision of the Services and other PointClickCare products and services; (ii) for recordkeeping, fee calculation, internal reporting, support

and other internal business purposes; and (iii) to report the number and type of transactions and other statistical information concerning the Services.

- 5.7. **Compelled Disclosure and Patient Requests for Access.** PointClickCare is not responsible for fulfilling information requests, either at the request of the patient (e.g., a HIPAA right of access request), or in response to a subpoena or other legally compelled discovery. Customer is responsible for all such information requests. Customer acknowledges that Customer has access to provide all patient information in request to a subpoena or the like, and that PointClickCare being involved in, or responding to, such requests is a time-consuming burden that should not be shifted to PointClickCare.

If PointClickCare receives a request for patient information, or a subpoena or other legally compelled discovery request, then: (a) PointClickCare will give Customer notice of such request (if the request is one where PointClickCare can readily determine that Customer's patient information is being sought); and (b) afford Customer the opportunity to object to such disclosure. Such notice and opportunity to object will be deemed to have occurred if Customer's attorney is copied on the subpoena/discovery request issued to PointClickCare, or if Customer/their attorney is contacted by PointClickCare's counsel (in any manner). Customer will ensure that its attorneys use best efforts to avoid burdening PointClickCare with subpoena/discovery requests. Customer is responsible for, and must pay within 30 days of receipt of invoice, any/all of PointClickCare's attorney fees, costs, and expenses (including the time/cost/hourly billing rate of internal staff used at PointClickCare related to the discovery request) related to fulfilling, or objecting to, or complying with, or in any way dealing with the request. PointClickCare may disclose Customer's Data if it is compelled by law to do so, provided that it gives Customer prior notice of such compelled disclosure (to the extent legally permitted), and in the manner set forth above and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure.

6. Confidentiality

- 6.1. **Definition of Confidential Information.** "**Confidential Information**" means all confidential information disclosed by a party to the other party, whether orally or in writing, which is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes Customer's Data (excluding Resident/Patient Data), the terms and conditions of all Quotes/Order Forms and this MSA, business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include Resident/Patient Data, which the parties shall treat in accordance with the BAA and applicable provisions in this MSA. Confidential Information does not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to either party; (ii)

was known to the receiving party prior to its disclosure without breach of any obligation owed to either party; (iii) is received from a third party without breach of any obligation owed to either party; or (iv) was independently developed by the receiving party. Customer may discuss with another party, in general terms, the types of services PointClickCare provides and Customer's opinion of PointClickCare's provision of these services (to the extent that the use or disclosure of such Customer Data for the purposes described herein would require such consent).

- 6.2. **Protection of Confidential Information.** The receiving party shall use the same degree of care to protect Confidential Information that it uses to protect the confidentiality of its own Confidential Information of like kind (but in no event less than reasonable care) and shall: (i) not use any Confidential Information other than to exercise its rights to perform its obligations under, or as allowable by, this MSA; and (ii) limit access to Confidential Information to those of its and its affiliates' employees, contractors and agents who need such access for purposes consistent with this MSA and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those set forth in this MSA. Unless legally compelled to do so or unless allowed by this MSA or other agreements between the parties, neither party shall disclose the other party's Confidential Information to any third party (other than its affiliates, contractors, agents and their respective legal counsel) without the other party's prior written consent.

7. Representations, Warranties, Acknowledgments and Disclaimers

- 7.1. **Customer's Representations and Warranties.** Customer represents and warrants that: (i) it has validly entered into this MSA and has the legal power to do so; (ii) its subscription for the Services/Professional Services is neither contingent upon the delivery of any future functionality or features, nor dependent on any oral or written comments made by PointClickCare regarding any future functionality or features; (iii) it has all rights, licenses and consents necessary to grant to PointClickCare the rights and licenses granted hereunder with respect to Customer's Data (including, for greater certainty, consent of any individual to whom such Customer Data pertains); (iv) has entered into any and all independent agreements necessary between Customer and a facility; and (v) has obtained the necessary authorization and consent (including user provisioning for access to a facility database) from a facility to access Resident/Patient Data from such facility.
- 7.2. **Customer's Acknowledgments.** Customer understands, acknowledges and agrees that: (i) PointClickCare has made no representations or warranties that use of the Services will ensure Customer's compliance with all applicable laws, rules, and regulations and that PointClickCare does not warrant compliance with such laws, rules, and regulations through Customer's use of the Services, including, without limitation, any/all Services

related to MDS, coding, or billing; (ii) Customer assumes all risks associated with Customer's use of the Services in relation to the provision of health care and medical and billing services and applicable laws, rules, and regulations related thereto; (iii) the Services are not appropriate or available for use in all countries and certain other jurisdictions; (iv) Customer is prohibited from accessing materials from jurisdictions where the contents of such materials are illegal; (v) Customer accepts all updates to the Services, including tools, utilities, improvements, or general updates to improve and enhance the features and performance of the Services; (vi) the Services are cloud-based services intended to deliver non-critical, non-emergency messages between Users; (vii) the Services are dependent on a number of factors beyond PointClickCare's control, including but not limited to, the operation of hardware and network services provided by third parties; (viii) PointClickCare is not a health care provider, does not provide medical or billing or coding advice, and the Services are not a substitute for any medical facility's current systems of administering and safeguarding medical treatment and/or medicine or billing/coding; (ix) there may be occasional communication failures or delays in the delivery or receipt of properly sent communications that are beyond PointClickCare's control; (x) Customer does not expect the Services to perform at the same level of performance and/or reliability reasonably expected from medical devices used in the delivery of critical medical care; (xi) the limitations and the remedies set forth in this MSA are reasonable and will not fail of their essential purpose; and (xii) if any part of Section 7 is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then, the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question will be interpreted or construed to give it full effect.

- 7.3. **PointClickCare's Representations and Warranties.** PointClickCare represents and warrants that: (i) it has validly entered into this MSA and has the legal power to do so; (ii) the Services/Professional Services do not infringe or misappropriate the intellectual property rights of any third party; (iii) it is the owner of the Services and has procured the appropriate licenses so that Customer has the right to use any Embedded Technology; (iv) there is no outstanding litigation, arbitration, or other dispute to which PointClickCare is a party which, if decided unfavorably to PointClickCare, would reasonably be expected to have a material adverse effect on PointClickCare's ability to fulfill its obligations under this MSA; (v) the Services are duly protected with "up-to-date" and commercially reasonable security software designed to detect and/or prevent viruses, unauthorized access, theft, destruction, and corruption that would affect the Services; and (vi) the functionality of the Services shall not be decreased materially during the term of this MSA. PointClickCare will use commercially reasonable efforts to achieve, in all material respects, the functionality described in any documentation

PointClickCare may provide and, if PointClickCare is unable to achieve such functionality, Customer's sole and exclusive remedy shall be to terminate such Services and the MSA.

- 7.4. **POINTCLICKCARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** EXCEPT AS DESCRIBED IN THIS MSA, THE SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POINTCLICKCARE, POINTCLICKCARE'S AFFILIATES AND POINTCLICKCARE'S THIRD-PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATED TO TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH, OR NON-INFRINGEMENT OF, ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. POINTCLICKCARE DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT, OR DATA TRANSMITTED THROUGH THE SERVICES. POINTCLICKCARE AND ITS SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICES SHALL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, INCLUDING STATUTES OR REGULATIONS OR BILLING OR CODING REQUIREMENTS AND POINTCLICKCARE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE RESIDENT/PATIENT DATA, NOR THE RESIDENT/PATIENT DATA'S COMPLIANCE WITH ANY LEGAL OBLIGATIONS. THIS DISCLAIMER APPLIES, BUT IS NOT LIMITED TO: (I) HIPAA, INCLUSIVE OF THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 C.F.R. PARTS 160 AND 164; (II) THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (TITLE XIII OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009) AND ANY AMENDMENTS OR IMPLEMENTING REGULATIONS; (III) THE GRAMM-LEACH-BLILEY ACT OF 1999; (IV) THE SARBANES-OXLEY ACT OF 2002; AND (V) OTHER APPLICABLE FEDERAL, PROVINCIAL (INCLUDING THE PERSONAL HEALTH INFORMATION PROTECTION ACT, 2004 IN ONTARIO AND SIMILAR LAWS IN OTHER PROVINCES) OR STATE STATUTES OR REGULATIONS. CUSTOMER HAS SOLE RESPONSIBILITY FOR ENSURING THAT CUSTOMER'S (AND USERS') USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.

CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT THE SERVICES AND RESIDENT/PATIENT DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY POINTCLICKCARE. THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT, AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY MEDICAL CONDITION WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

8. Indemnities

- 8.1. **Indemnification by PointClickCare.** PointClickCare will defend Customer against any claims, demands, suits, actions, proceedings, or judgments (collectively, "**Claims**") made or brought against Customer by a third party alleging that Customer's use of the Services as permitted under this MSA infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"). PointClickCare will indemnify Customer against the resulting direct damages and attorneys' fees finally awarded against Customer by a court of competent jurisdiction as a result of a court-approved settlement of a Claim Against Customer, provided that Customer must: (a) promptly give PointClickCare written notice of the Claim Against Customer; (b) give PointClickCare sole control of the defense and settlement of the Claim Against Customer (provided that PointClickCare may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide PointClickCare all reasonable assistance, at PointClickCare's expense. In the event of a Claim Against Customer, or if PointClickCare reasonably believes the Services may infringe or misappropriate the rights of any third party, PointClickCare may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching PointClickCare's warranties; (ii) obtain a license for Customer's continued use of the Services in accordance with this MSA; or (iii) terminate this MSA in accordance with its termination provisions.
- 8.2. **Indemnification by Customer.** Customer, and not PointClickCare, will be fully responsible for any uses made of the Services 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. Additionally, and notwithstanding any other provision of this MSA or any Order Form, PointClickCare will not be responsible for any warranty non-conformity which arises as a result of: (i) any act or omission of Customer; (ii) any person making revisions or modifications to the Services; or (iii) any failure of any component of software, equipment, internet, or any Customer-supplied software or equipment or other third-party materials. Customer will defend PointClickCare, its officers, directors, employees, agents, affiliates, the third parties referred to in Section 3 and the suppliers contracted by PointClickCare to deliver all or part of the Services ("**Indemnitees**") against any Claims made or brought against an Indemnatee by a third party alleging personal injury, tort, medical malpractice, or other acts, errors, or omissions in the delivery of medical care or medical information or billing/coding or which otherwise arise out of, or are in any way connected with, Customer's Data (including PointClickCare's use thereof in accordance with this MSA), Customer's and Users' access to or use of the Services, Customer's or Users' negligent or wrongful act(s), or Customer's or Users' violation of applicable law (a "**Claim Against PointClickCare**"). Customer will indemnify and defend the Indemnitees from and against the resulting direct damages

and attorneys' fees, whether or not such Claims Against PointClickCare were foreseeable, provided that PointClickCare must: (a) promptly give Customer written notice of the Claim Against PointClickCare; (b) give Customer sole control of the defense and settlement of the Claim Against PointClickCare (provided that Customer may not settle any Claim Against PointClickCare unless the settlement unconditionally releases PointClickCare of all liability); and (c) provide Customer all reasonable assistance, at Customer's expense.

- 8.3. **Indemnity Exclusions.** The indemnification obligations set forth in Section 8.1 do not apply to Claims to the extent that they arise from: (a) Customer's use of the Services in violation of this MSA or applicable law; (b) Customer's negligent acts or omissions; (c) Customer's use of the Services after PointClickCare notifies Customer to discontinue use because of an infringement claim; or (d) modifications to the Services or use of the Services in combination with any software, application or service not made or provided by PointClickCare or any specifications, content, Resident/Patient Data, or intellectual property provided by Customer. The indemnification obligations set forth in Section 8.2 do not apply to Claims to the extent Customer is prohibited by statute or regulation from providing them.
- 8.4. **Exclusive Remedy.** This Section 8 sets forth the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section 8.

9. Limitation of Liability

- 9.1. **No Responsibility.** 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 connections, computer networks, or telecommunications facilities (including but not limited to the internet) that are not owned or operated by PointClickCare.
- 9.2. **EXCLUSION OF DAMAGES.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS 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 MSA INCLUDE: 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 MSA OR CUSTOMER'S USE OF THE 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 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 ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS MSA OR THE SERVICES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE 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.

- 9.3. **EXCEPTIONS.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN SECTION 9.2 DO NOT APPLY TO: (A) INDEMNIFICATION OBLIGATIONS IN SECTION 8; (B) LIABILITY RESULTING FROM THE FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY; (C) DAMAGES OCCASIONED BY IMPROPER OR WRONGFUL TERMINATION OF THIS MSA OR ABANDONMENT OF ALL OR SUBSTANTIALLY ALL OF THE WORK REQUIRED TO PERFORM THE SERVICES; (D) FAILURE OF CUSTOMER TO PAY ANY AMOUNTS OWING TO POINTCLICKCARE; OR (E) A PARTY'S MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY.
- 9.4. **Limitation on Filing Claims.** No claim against PointClickCare of any kind, under any circumstances, will/may be filed more than one year after Customer knows of, or in the exercise of reasonable care could know of, such claim or an act or omission of PointClickCare that would give rise to such claim.

10. Term and Termination

- 10.1. **Term of the MSA.** This MSA shall be effective for a period commencing on the date Customer signs it (the "**Effective Date**") and continuing until all Services/Professional Services purchased hereunder have expired or been terminated.
- 10.2. **Term of Subscriptions.** The term of Customer's subscription for the Services may be set forth in Customer's Order Form (the "**Initial Term**"); otherwise the term of subscription shall be monthly with automatic renewals. After any Initial Term, Customer's subscription for the Services shall automatically renew on a monthly basis unless otherwise terminated in accordance with this Section 10.

- 10.3. **Termination for Cause.** Either party may terminate this MSA for cause: (i) upon 30 days' prior written notice to the other party of a material breach, if such breach remains uncured at the expiration of such notice period; (ii) if the other party violates applicable law, or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.
- 10.4. **Termination for Convenience by Customer.** Except for any specified Initial Term, Customer may terminate one or more subscription Service(s) or this MSA at any time by providing thirty (30) days' prior written notice to PointClickCare. Such notice must be submitted by Customer's authorized representative through one of the following methods:
- i. Submission Through the Customer Support Portal:
 - i. Customer must log in to their PointClickCare production environment and access the Customer Support Portal by navigating to the Resource Hub from their instance of PointClickCare's software (Resource Hub > Customer Support Portal).
 - ii. Once in the Customer Support Portal, Customer must select the "Cancel a Subscription" option by clicking on the Profile icon located in the top-right corner of the portal.
 - ii. Submission via Email:
 - i. To the extent the Customer does not have access to the Customer Support Portal, the termination request may be submitted via email to PointClickCare at AccountServices@pointclickcare.com.
- 10.5. **Termination for Convenience by PointClickCare.** Except for any specified Initial Term, PointClickCare may terminate the MSA, or any Services specified in an Order Form, at any time by providing Customer with 90 days' prior written notice.
- 10.6. **Effect of Termination.** Upon termination of this MSA, all rights and obligations of the parties (including, for greater certainty, the provision of, and access to the Services) will automatically terminate except for those set forth in this Section 10.6 and Section 10.7, and PointClickCare shall not have any liability for the cessation of the Services/Professional Services or Customer's discontinued access to or use of the Services. Customer will immediately pay to PointClickCare all amounts due hereunder for all Services rendered through the date of termination. Customer shall receive a refund of any prepaid fees for Services/Professional Services not yet rendered upon termination of this MSA, except that any such prepaid fees may be used to offset any

amounts owing under this MSA for Services or Professional Services rendered. PointClickCare will, upon request made by Customer within 90 days after the termination of this MSA, make available to Customer its Customer's Data provided that PointClickCare will have no obligation to print or otherwise convert Customer's Data to a Customer-preferred format. Upon the provision to Customer of the availability of Customer's Data, PointClickCare shall have no obligation to Customer to maintain or provide Customer with any of Customer's Data and may then, in accordance with applicable law, delete Customer's Data in PointClickCare's systems or otherwise in PointClickCare's possession or under its control. Termination of this MSA shall automatically trigger termination of Customer's schedules and other addenda incorporated in the MSA by reference. Customer may, pursuant to an applicable Order Form, subscribe for read-only access to its database following termination of the Services or a Transfer ("**Maintenance Mode**"), this MSA shall be in full force and effect until the Maintenance Mode services are terminated.

- 10.7. **Provisions Surviving Termination.** Section 1.3 (PointClickCare's Protection of Customer's Resident/Patient Data, with respect to any such Resident/Patient Data that remains in PointClickCare's possession), Section 4 (Fees and Payments), Section 5 (Data and Proprietary Rights), Section 6 (Confidentiality), Section 7.4 (PointClickCare's Disclaimer of Representations and Warranties), Section 8 (Indemnities), Section 9 (Limitation of Liability), Section 10.6 (Effect of Termination), Section 12 (Notices), and Section 13 (General Provisions) shall survive the termination or expiration of this MSA.
- 10.8. **Suspension.** PointClickCare may, in its sole discretion, directly or indirectly, and by use of a disabling device or any other lawful means, suspend, terminate or otherwise deny access to or use of all or any part of the Services by Customer or any User, without incurring any resulting obligation or liability, and without prior advance notice, if: (a) PointClickCare receives a governmental order that expressly or by reasonable implication requires PointClickCare to do so; (b) PointClickCare believes, in good faith, that: (i) Customer or any User has failed to comply with any term of this MSA, or has accessed or used the Services for a purpose not authorized under this MSA; (ii) Customer or any User is, has been, or is likely to be, involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this MSA expires or is terminated; or (c) any vendor of PointClickCare has suspended or terminated PointClickCare's access to, or use of, Integrated Services required to enable Customer's access to the Services. This Section 10.8 does not limit any of PointClickCare's other rights or remedies at law or equity, whether under this MSA or otherwise.

11. Insurance

- 11.1. **PointClickCare's Insurance.** PointClickCare will maintain, at no cost to Customer, insurance coverage (including cyber liability coverage) with limits commercially

reasonable for the provision of the Services. PointClickCare will provide Customer a certificate setting forth PointClickCare's insurance coverage and, only where such policies permit, will arrange for Customer to be added as an additional insured under such policies, if requested by Customer.

- 11.2. **Customer's Insurance.** Customer shall maintain, at no cost to PointClickCare, insurance coverage (including medical malpractice coverage) as is usually carried by persons engaged in Customer's business covering the terms of this MSA, with limits commercially reasonable in connection with Customer's facilities, Customer's Data, and provision of health care services to Customer's residents, so that such coverage shall be available in the event of a claim by any of Customer's Users or resident(s) (or their representatives or estates) against PointClickCare.

12. Notices

- 12.1. **Notices to PointClickCare.** Customer is contracting with PointClickCare Technologies Inc. d/b/a PointClickCare, a corporation existing under the laws of the Province of Ontario, having its principal headquarters at 5570 Explorer Drive, Mississauga, Ontario, Canada, L4W 0C4. Notices must be provided to this address in writing, ATTN: Legal Department or by email to legal@pointclickcare.com.
- 12.2. **Notices to Customer.** Notices to Customer shall be addressed to the relevant contact designated by Customer on the Acceptance Page of this MSA, on any Order Form, or as provided in the BAA or *via* the Services.
- 12.3. **Manner of Giving Notice.** Except as otherwise set forth herein, all notices under this MSA will be deemed to have been duly given (a) when received, if personally delivered; (b) when sent, by email if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours (with confirmation of transmission and provided email shall not be sufficient for notices of an indemnifiable claim); (c) and upon receipt, if sent by certified or registered mail or a nationally recognized courier service, with written proof of delivery.
- 12.4. **Customer Responsibility to Maintain Current Contact Information.** Customer shall be responsible for providing PointClickCare with accurate and up-to-date contact information for all critical personnel designated to receive notices (including notifications required under a related BAA), announcements, and other communications related to the Services under this MSA. This includes, but is not limited to, email addresses, phone numbers, and mailing addresses. Customer shall promptly notify PointClickCare in writing of any changes to such contact information to ensure uninterrupted communication. PointClickCare shall not be liable for any delays or failures

in communication resulting from the Customer's failure to provide current or accurate contact information.

13. General Provisions

- 13.1. **Governing Law and Jurisdiction [For United States Customers Only].** This MSA shall be governed by the State of Delaware and the federal laws of the United States of America without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this MSA, Customer agrees to the exclusive jurisdiction of the State of Delaware.
- 13.2. **Governing Law and Jurisdiction [For Canadian Customers Only].** This MSA shall be governed by the Province of Ontario and the federal laws of Canada without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this MSA, Customer agrees to the exclusive jurisdiction of the Province of Ontario.
- 13.3. **Export Compliance.** The Services may be subject to restrictions and controls including, if applicable, enacted under the United States export controls regulations administered by the United States Department of Commerce (15 C.F.R., Chapter VII). Customer shall comply with all applicable laws and regulations. Customer shall not export or re-export the Services, or any portion thereof, directly or indirectly, in violation of applicable laws, including, if applicable, United States export administration laws and regulations, to any country or end user, or to any party who Customer knows or has reason to know shall utilize them in the design, development, or production of nuclear, chemical or biological weapons. Customer further acknowledges that these Services may include technical data subject to United States export regulations.
- 13.4. **Conduct of Business and Anti-Corruption.** PointClickCare maintains a Code of Business Conduct and Ethics (the "**Code**") applicable to all officers, directors and employees (both permanent and contract) available at pointclickcare.ethicspoint.com. Customer shall require its representatives to conduct business in a manner consistent with the Code or Customer's own similar standards and use reasonable efforts to notify PointClickCare if Customer becomes aware of any conduct of business by its representatives inconsistent with same. Customer confirms that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of PointClickCare's employees or agents in connection with this MSA, except for any reasonable gifts and entertainment provided in the ordinary course of business. If Customer learns of any violation of the above restriction, Customer shall use reasonable efforts to notify promptly Customer's PointClickCare Customer Success Manager or its legal department.
- 13.5. **Entire Agreement, Waiver and Amendment.** This MSA, including all Quotes/Order Forms, exhibits, schedules and addenda attached or incorporated by reference, constitutes the entire agreement between Customer and PointClickCare and supersedes

all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. Unless anything in a related signed contract says anything expressly to the contrary, to the extent of any conflict or inconsistency between the provisions in the body of this MSA and any exhibit, schedule, addendum or Order Form, the order of precedence shall be: (1) the applicable Order Form and any addenda or amendment thereto, (2) the applicable exhibit, schedule or addendum to this MSA, and (3) this MSA. No purported amendment or waiver of any right, term or condition of this MSA will be valid unless in writing and signed by each party's authorized representative. In addition, PointClickCare reserves the right to modify the Services or the terms of this MSA for any reason related to legal, regulatory, technical or operational necessities, upon no less than sixty (60) days' prior written notice to Customer, provided that Customer may terminate this Agreement without liability or obligation in accordance with Section 10.4 (Termination for Convenience by Customer) in the event Customer does not consent to such modified Services or terms. Customer's continued access to, or use of, the Services after such notice period constitutes acceptance of such changes.

- 13.6. **Compliance with Law.** Each party will comply with applicable law. Each party is responsible for its own compliance with the same, and neither party is relying upon the other's representations, warranties, or assertions with respect to the legality or propriety of the other party's operations.
- 13.7. **Fraud and Abuse Laws.** The parties intend that this MSA comply at all times with, and not be interpreted in a manner that violates, all existing and future applicable laws, including, to the extent applicable, state and federal anti-kickback laws, the Medicare/Medicaid Anti-Fraud and Abuse Statutes, the Civil Monetary Penalty Laws, the federal False Claims Act, and the federal and state laws relating to physician referrals. Neither party is responsible for the other party's compliance with applicable laws related to fraud and abuse.
- 13.8. **Reformation.** In the event that any part of this MSA is determined by written opinion of PointClickCare's health care regulatory counsel to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire MSA into compliance, Customer may terminate this MSA on no less than 30 days' prior written notice.
- 13.9. **Access to Books and Records.** To the extent that Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C.A. § 1395x, 42 CFR § 420.300 (collectively, "**OBRA**") is applicable to this MSA, PointClickCare and the organizations related to it (if any), performing any of the duties pursuant to this MSA valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period will, until four (4) years after the

furnishing of services pursuant to this MSA, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with OBRA) to any contract or MSA between PointClickCare and Customer for services and to any contract between PointClickCare and such related organizations, as well as the books, documents and records of PointClickCare and its related organizations, if any, which are necessary to verify the cost of the services provided. PointClickCare will promptly advise Customer of such request. Neither party will be deemed to have waived any attorney-client or work-product privilege by virtue of this Section.

13.10. **Assignment.** Customer shall not assign its rights or obligations under this MSA, voluntarily, involuntarily, by operation of law or otherwise, without PointClickCare's prior written consent, not to be unreasonably withheld. Any attempt by Customer to assign its rights or obligations under this MSA in breach of this Section is void and of no effect. PointClickCare may assign this MSA or any of its rights or obligations hereunder. This MSA is binding upon and enures to the benefit of the parties hereto and their respective permitted successors and assigns.

13.11. **Force Majeure.** Neither party will be held responsible for any delay, deficiency or failure in performance due to causes beyond its reasonable control including fires, government lockdowns, labor disruptions, strikes, embargoes, explosions, earthquakes, floods, wars, pandemics, terrorism, or other similar cause that is beyond the reasonable control of the party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter. The foregoing will not affect Customer's obligation to pay fees under this MSA.

13.12. **Independent Contractor.** PointClickCare's relationship with Customer will be that of an independent contractor. PointClickCare reserves the right to use third parties (who are under a covenant of confidentiality with PointClickCare), including offshore subcontractors, to assist with the Services, including the Professional Services, and including any data migration, configuration, implementation and custom code development processes.

13.13. **Customer Engagement and Publicity.**

- i. **Customer Engagement Initiatives.** Upon reasonable request from PointClickCare, Customer agrees to participate in customer education initiatives, including but not limited to case studies and User interviews related to current or future Services (the "**Customer Engagement Initiatives**") to help other customers garner insights and learn what type of outcomes can be achieved by using PointClickCare products and services. By agreeing to participate in PointClickCare Customer Engagement Initiatives, Customer agrees to the following:

- i. Authorized use of Customer company name, logo, and other identifying information in customer education materials, including on PointClickCare's website and in other public or private communications with existing or potential PointClickCare customers, subject to Customer's standard trademark usage guidelines as provided to PointClickCare by Customer from time-to-time.
- ii. We may use quotes and proof points from Customer and other Customer representatives (such as Users) in materials, including case studies.
- iii. We may use information about Customer and its Users use of our products and services in materials, including case studies.
- iv. We may contact you from time to time to request your participation in customer engagement and customer community activities.
- v. Customer also consents to PointClickCare sharing Customer's company name and primary contact details for industry survey and other research purposes.

Customer hereby grants PointClickCare the right to capture, broadcast, exhibit, market and otherwise distribute the materials generated from Customer's participation in Customer Engagement Initiatives, in whole or in part, and alone or with other products, for any purpose PointClickCare determines. This grant includes the right to use the material for promoting or publicizing without any compensation obligations to Customer, unless otherwise agreed to in writing by PointClickCare. PointClickCare will own all materials generated from any Customer participation in Customer Engagement Initiatives, including copyright interests.

- ii. **Participation in PointClickCare Community Library.** Customer agrees to contribute to and participate in the PointClickCare shared database populated with participating PointClickCare customers' support materials (the "**PointClickCare Community Library**"). As a participant, Customer will have access to support materials that are submitted to the PointClickCare Community Library by PointClickCare, and its other customers related to the use of PointClickCare Services at no additional cost. In return, Customer agrees to contribute Customer's support materials that it has created in connection with the use of the Services to the PointClickCare Community Library for use by PointClickCare and its other customers. To the extent necessary, Customer may designate such support materials that could give its competitors a significant competitive advantage, as proprietary ("**Customer Proprietary Support Materials**"). As a general guideline, no more than 10% of Customer total Support Materials should be designated as Customer Proprietary Support Materials. Notwithstanding anything to the

contrary, Customer agrees it will not provide Customer Proprietary Support Materials to PointClickCare or submit them to the PointClickCare Community Library. Except for information designated as Customer Proprietary Support Materials, PointClickCare reserves all rights, title and interest in and to the support materials, including all related intellectual property rights therein. PointClickCare provides Customer with a limited, non-exclusive, non-transferable license to use the PointClickCare Community Library solely for Customer's internal operations in connection with its authorized use of the applicable Services.

- 13.14. **Interpretation.** For this MSA: (a) the words "include", "includes" and "including" are deemed to be followed by the words "without limitation"; (b) the word "or" is not exclusive; (c) the words "herein", "hereof", "hereby", "hereto" and "hereunder" refer to this MSA as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders.
- 13.15. **Severability.** If any provision of this MSA 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 will 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 MSA will remain in effect and be severable and will not be affected by any such determination of invalidity.

Schedule 1:**Professional Services Addendum**

THIS PROFESSIONAL SERVICES ADDENDUM ("**PS Addendum**" or "**PSA**") is an addendum to the Master Subscription Agreement (the "**MSA**") between PointClickCare Technologies Inc. ("**PointClickCare**") and the Customer identified in the MSA ("**Customer**") pursuant to which Customer desires to procure, and PointClickCare desires to render, certain professional, educational, training, operational and/or technical services (collectively, "**Professional Services**") in connection with the Services. Capitalized terms used but not defined in this PS Addendum will have the meaning set out in the MSA.

The terms and conditions of this PS Addendum are incorporated by reference into the MSA. In the event of conflict between this PS Addendum and the MSA, the terms and conditions of this PS Addendum shall prevail as it relates to Professional Services. The terms in the Quotes, Order Forms, and/or Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed shall control as to the engagement described in those documents.

PS 1. Scope of Services. PointClickCare will provide Customer with Professional Services as set forth in the applicable statements of work (each, a "**Statement of Work**" or "**SOW**") or Order Forms executed by Customer. Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any work product or other deliverables and/or training materials provided to Customer (each, a "**Deliverable**"); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PS Addendum.

PS 2. Customer's Responsibilities.

- i. PointClickCare's ability to provide Professional Services requires the co-operation of Customer in the form of the provision of timely responses to requests for information, and the prompt and timely performance by Customer of its obligations as set out in the SOW. In the event that Customer fails to perform any of its responsibilities outlined in an SOW in a timely manner, PointClickCare may be delayed in its fulfillment of its obligations and additional costs or expenses incurred by PointClickCare may be billed to Customer. If the Professional Services work under this MSA is suspended or delayed due to the Customer's actions, inactions, or failure to provide required approvals or inputs for a period exceeding thirty (30) days, PointClickCare reserves the right to reassign its project team to other engagements. In such a case, a Change Order may be issued to outline the activities, timelines, and additional costs necessary to resume the project.

This may include, but is not limited to, efforts to reallocate resources and address disruptions caused by the delay.

- ii. Customer agrees to appoint a representative who shall provide professional and prompt liaison with PointClickCare, have the necessary expertise and authority to commit Customer, be available during business hours when requested by PointClickCare and meet with PointClickCare's representatives at agreed regular intervals in order to review progress and resolve any issues.
- iii. Customer shall provide management direction and decisions as reasonably requested by PointClickCare and make available for reference and use by PointClickCare such Data, documentation, and other materials and information as are reasonably requested by PointClickCare to perform Professional Services.

PS 3. Change Management Process. If Customer or PointClickCare requests a change in scope of Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. PointClickCare will prepare a change order describing the agreed changes to the SOW and the applicable change in fees and expenses, if any (each, a "**Change Order**"). Change Orders are not binding unless and until both parties execute them. Executed Change Orders shall be deemed part of and subject to this PS Addendum.

PS 4. Project Materials.

- i. Deliverables. PointClickCare shall own all rights, title and interest in and to the Deliverables (excluding any Customer Property, as defined below), and related intellectual property rights. Subject to terms and conditions of the MSA and this PS Addendum, PointClickCare provides Customer with a limited, non-exclusive, non-transferable license to use the Deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Services.
- ii. Tools. Notwithstanding any other provision of this PS Addendum: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise ("**Tools**") used by PointClickCare to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Customer on the same terms as the Deliverables; and (ii) Deliverables shall not include the Tools.
- iii. Customer Property. Customer shall own all rights, title and interest in and to any Customer Property. "**Customer Property**" means any Customer technology, Customer-specific business processes, or deliverables that are specifically designated as Customer-owned property in an SOW. Customer grants PointClickCare the right to use Customer Property solely for the purpose of providing Professional Services to Customer.

- PS 5. Professional Services Warranty.** PointClickCare warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with this SOW; and (b) the Professional Services will be performed for and delivered to Customer in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. PointClickCare’s ability to successfully perform such services is dependent on Customer’s provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing warranty, and Customer notifies PointClickCare within 60 days of PointClickCare’s delivery of the Professional Services, Customer may require PointClickCare to re-perform the non-conforming portions of the Professional Services.
- PS 6. Disclaimer.** THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF POINTCLICKCARE RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER PURSUANT TO THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO CUSTOMER ARE ON AN “AS IS” AND “AS AVAILABLE” BASIS.
- PS 7. Limitations of Liability for Professional Services.** IN NO EVENT SHALL EITHER PARTY BE LIABLE TO ANYONE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES, OR INDIRECT DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF CUSTOMER DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE), ARISING FROM BREACH OF WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH A STATEMENT OF WORK. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE APPLICABLE STATEMENT OF WORK, THE MAXIMUM LIABILITY OF POINTCLICKCARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY PROFESSIONAL SERVICES OR DELIVERABLES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE PROFESSIONAL SERVICES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE PROFESSIONAL SERVICES. NO CLAIM AGAINST POINTCLICKCARE OF ANY KIND UNDER ANY CIRCUMSTANCES WILL/MAY BE FILED MORE THAN ONE YEAR AFTER CUSTOMER

KNOWS OF, OR IN THE EXERCISE OF REASONABLE CARE COULD KNOW OF, SUCH CLAIM OR AN ACT OR OMISSION OF POINTCLICKCARE THAT WOULD GIVE RISE TO SUCH CLAIM.

- PS 8. Term.** This PS Addendum shall be effective as of the Effective Date of the MSA and shall continue in effect during the term of the MSA. Each SOW shall commence on the date it is last signed, and shall expire upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW.
- PS 9. Non-Impediment.** Provided that PointClickCare does not use any Customer Property except as permitted, nothing in this PS Addendum shall be construed as precluding or limiting in any way the right of PointClickCare to provide consulting, development, or other services of any kind to any individual or entity (including performing services or developing materials that are similar to and/or competitive with the Professional Services and/or related Deliverables).
- PS 10. Entire Addendum.** This PS Addendum, together with the attached SOWs and exhibits that are incorporated by reference, and the MSA and its associated Order Forms, constitute the complete agreement between the parties and supersede all prior or contemporaneous agreements or representations, written or oral, concerning the subject matter of this PS Addendum and such exhibits. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs and/or responses thereto, verbal and/or written communications related to the Professional Services provided by PointClickCare.

Schedule 2:**Service Level and Support Addendum**

This Service Levels and Support Addendum sets out PointClickCare's current service levels and customer support services. PointClickCare will use commercially reasonable efforts to comply with these service levels and may update/enhance the service levels from time to time on reasonable notice to Customer.

SLA 1. Availability of the Services

- 1.1. **Uptime.** PointClickCare will use commercially reasonable efforts to make the applicable Services web portal (the "**Application**") available 24 hours per day and 365 days per year, except in accordance with maintenance or other periods of unavailability set forth below. Customer may, subject to obtaining access to the internet, access the Application during not less than 99.6% of hours during each calendar year, excluding maintenance periods and other periods of unavailability as set forth in these Target Service Levels ("**Uptime**"). The unavailability of a single module that is not, in PointClickCare's sole discretion, considered critical to resident or patient care, may be excluded from Uptime, as are Connected Services (which uptime is provided by the applicable Connected Services provider). Should PointClickCare fail to make the Application available for the required Uptime, Customer's sole and exclusive remedy shall be to terminate the MSA in accordance with the provisions thereof.
- 1.2. **Unavailability Due to Causes Beyond PointClickCare's Control.** Periods of unavailability due to causes beyond PointClickCare's reasonable control, including natural disasters, pandemics, war, riots, labor disputes, government lockdown, internet service provider failures, electricity provider failures, delays or denial of service attacks are excluded from Uptime.
- 1.3. **Downtime Maintenance Periods.** PointClickCare periodically adds, repairs and upgrades its network, hardware and applications and will use its best efforts to accomplish this without affecting Customer's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available. PointClickCare has also established periodic system maintenance windows. Any planned maintenance PointClickCare determines could affect Customer's access to the Application will be scheduled to take place between the hours of 2:00 AM and 5:00 AM (EST). During these system maintenance windows, PointClickCare may make the Application unavailable in order to perform maintenance. PointClickCare will advise Customer 24 hours in advance via email or via the Application prior to any

scheduled downtime. PointClickCare may change its maintenance window upon prior notice to Customer.

SLA 2. Customer Support Services.

- 2.1. Requests that cannot be immediately addressed by PointClickCare’s customer support will be escalated in accordance with PointClickCare’s internal escalation process. The **“Response Time Target”** (as noted below) is a targeted period of time during which PointClickCare will initially acknowledge a case. PointClickCare’s customer support services are from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday to Friday, inclusive (the **“Primary Support Hours”**), PointClickCare may utilize offshore customer support representatives to supplement support services. PointClickCare’s Customer Support Portal is an online portal and contains knowledge-based articles, help information, and release notes, and is conveniently available 24/7 and 365 days per year.

Severity Level	Description	Response Time Target
S1 - Critical	May include: (i) a condition preventing Users from accessing or using a critical core Service function; (ii) a condition preventing Users from meeting applicable statutory or regulatory requirements; (iii) a condition impacting resident safety; (iv) a severe performance issue; (vi) a condition for which there is no feasible workaround.	1 hour 24/7
S2 - Major	May include: a condition (i) that is making production materially more difficult; (ii) that is costly for the Customer; (iii) for which a workaround is available, but not sustainable.	2 hours During Primary Support Hours
S3 - Normal	May include: a condition (i) where PointClickCare is performing in an unpredictable manner; (ii) that is producing incorrect results and not materially impacting production or business processes/schedules; (iii) for which a viable workaround is available.	6 hours During Primary Support Hours
S4 - Minor	May include: a condition (i) in PointClickCare that inconveniences the User; (ii) for which a workaround is available.	48 hours During Primary Support Hours

SLA 2 Notes:

1. For the purposes of this SLA 2 – Customer Support Services:

“**condition**” means a single inquiry or reproducible issue affecting the use of PointClickCare’s production environment.
2. To ensure appropriate protection of Resident/Patient Data during the recreation and troubleshooting of reported issues, Customer must make all reasonable efforts to provide PointClickCare with:
 - (i) information without referring to specific residents, unless Customer provides such information in a secure fashion (such as an encrypted email). If reference to a resident is necessary, the PointClickCare Resident ID Number should be used as the primary identifier;
 - (ii) clear steps to reproduce the condition;
 - (iii) a clear description of the expected outcome; and
 - (iv) provide the exact wording of the error message(s).
3. Customer Support commences after implementation has occurred and is contingent on the Customer and Users completing the applicable PointClickCare module training, and training applicable to third-party products and Integrated Services.
4. Customer acknowledges and understands that resetting User passwords, configuring authorizations and permissions, or the creation of specific User accounts must be performed by Customer’s designated internal personnel. PointClickCare is prohibited from resetting User password.