

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

WHEREAS, PointClickCare acquired Collective Medical Technologies, Inc. (“**Collective**”) in 2020;

WHEREAS, Collective facilitates real-time patient care coordination and provides related services via the Collective Network (defined below);

WHEREAS, PointClickCare and Customer desire that Customer benefit by being able to access real-time acute encounter and associated patient clinical information through participation in the Collective Network;

WHEREAS, new state and federal regulations (e.g., 21st Century Cures Act) are requiring Customer to share certain protected health information across the care continuum in order to avoid certain information-blocking and reimbursement penalties;

WHEREAS, participation in the Collective Network offers Customer a tool to use as part of Customer’s efforts to comply with such regulations; and

WHEREAS, in order to facilitate Customer’s participation in the Collective Network, Customer and PointClickCare each desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of these premises and the other covenants set forth below, the receipt and sufficiency of which being hereby acknowledged, PointClickCare and Customer agree that the Agreement is amended as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Amendment in their entirety and shall be given full force and effect as if set forth in the body of this Amendment.
2. **Certain Definitions.**
 - 2.1. **“Authorized Purposes”** are the purposes and activities for which Customer authorizes PointClickCare, and for which Customer is authorized, to use and disclose Patient Data (also referred to as “Patient Data” in Collective Network documentation) through the Services, which are treatment, payment, health care operations, and public health activities, as those terms are used and defined in 45 C.F.R. §§ 160 and 164, and in all cases only as permitted by applicable state and federal law.
 - 2.2. **“BAA”** means the most recent Business Associate Agreement executed by and between the Parties.
 - 2.3. **“Collective Network”** means the network facilitated by the Collective Platform pursuant to which Network Participants share Patient Data for Authorized Purposes.
 - 2.4. **“Collective Platform”** means certain PointClickCare remotely hosted software-as-a-service (SaaS) applications and their underlying technologies that facilitate access to information sourced from Network Participants on the Collective Network.
 - 2.5. **“Network Participant”** means (i) a Partner Network or (ii) any covered entity, business associate, or other health care entity that participates in the Collective Network by executing an agreement with PointClickCare or Collective with terms substantially similar to those set forth in this Amendment. Customer is a Network Participant.
 - 2.6. **“Network Policies”** means the Network Security Policy, the applicable Sensitive Information Policy, the Terms of Use, the System Requirements, and such other PointClickCare-defined policies and requirements available or referenced at <https://collectivemedical.com/network-policies/>, pointclickcare.com, or posted in-Service, which govern the technical or administrative operations of the Collective Network and which may be updated or amended by PointClickCare in accordance with Section 6 below. The Network Policies are hereby incorporated into the Agreement by this reference. References within the Network Policies to *Collective* shall be deemed to refer equally to PointClickCare.
 - 2.7. **“Partner Network”** means a data solutions provider or electronic data exchange network (such as a health information exchange or an electronic medical record with interoperability functionality for sharing Patient Data) with which PointClickCare has a relationship which allows sharing of certain Patient Data for Authorized Purposes.

- 2.8. **“Patient Data”** or **“Resident Record Data”** or has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but, where context dictates, limited to the information created or received by PointClickCare from or on behalf of Customer.
- 2.9. **“Order Form”**, in addition to the definition set forth elsewhere in the Agreement, means any statement of work, service quote, service order form, data sharing authorization form, or other ordering document executed by both Customer and PointClickCare (including, if applicable, with Collective) which references the Agreement and which 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.
- 2.10. **“Sensitive Information”** is a subset of Patient Data which is specifically identified or referred to in the Sensitive Information Policy and which includes, but is not limited to, Psychotherapy Notes and Substance Use Disorder Information.
- 2.11. **“Services”**, in addition to the definition set forth elsewhere in the Agreement, means the provision of access to and participation in the Collective Network via one or more SaaS applications on the Collective Platform, including updates and modifications thereto, and as specified in an Order Form, related support services, configurations, implementations, documentation, and training services.
- 2.12. **“User”**, in addition to the definition set forth elsewhere in the Agreement, means any of Customer’s employees, agents, workforce members, and independent contractors which Customer authorizes to use the Services in accordance with the Agreement, including the Terms of Use, and with PointClickCare’s reasonable security and user-credentialing requirements as PointClickCare may communicate to Customer from time to time.
- 2.13. Other capitalized terms used but not defined in this Amendment will have the meanings set out in the Agreement.

3. Network Services License.

- 3.1. Subscription. Subject to the terms of the Agreement, as amended, and the applicable Order Form, Customer may subscribe for the use of one or more Services by executing an Order Form.
- 3.2. Users. Customer shall grant and revoke User authorizations in accordance with PointClickCare’s reasonable security and user-credentialing requirements as may be communicated to Customer from time to time. Customer shall ensure that its Users’

access to and use of the Services is in accordance with the applicable Terms of Use. Customer is solely responsible for each of its Users': (a) use of the Services, (b) training, (c) compliance with the Terms of Use, and (d) compliance with applicable state and federal privacy laws (including, without limitation, the HIPAA minimum-necessary standard described in 45 C.F.R. §§ 164.502(b) and 164.514(d) (the "Minimum-Necessary Standard").

- 3.3. Certain Restrictions. Customer and its Users may only use the Services in accordance with applicable law and the Agreement. Except as expressly authorized by the Agreement, Customer will not, and will not allow any User or other third party under its control to, (a) permit any non-User to access or use the Services; (b) decompile, disassemble, reverse engineer, or otherwise attempt to derive the trade secrets embodied in the Services; (c) use the Services or any PointClickCare Confidential Information to develop a competing product or service or create any derivative works based on the Services; (d) use any Services, or allow the transfer, transmission, export, or re-export of any Services or portion thereof in violation of any export control laws or regulations administered by the U.S. Commerce Department or any other government agency; (e) bypass or breach any security device or protection used by the Services or access or use the Services other than through the use of a User's own then-valid access credentials; (f) input, upload, transmit, or otherwise provide to or through the Services any information or materials that are unlawful or injurious or which contain, transmit, or activate any harmful or destructive code; (g) remove any copyright, trademark, proprietary rights, disclaimer, or warning notice included on or embedded in any part of the Services, including any screen displays, etc., or any other products or materials provided by PointClickCare hereunder; or (h) access the Services or allow any employee, contractor or agent to access the Services, with, for example, any automated or other process such as screen 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. Except to the extent expressly warranted by PointClickCare in the Agreement, PointClickCare will not be liable to Customer or otherwise responsible for any results obtained or derived by Customer's use of the Services. Customer further acknowledges and understands that the full availability of certain Services depends, in part, upon the accuracy and completeness of the Patient Data provided by Customer to PointClickCare via the Services. Accordingly, Customer acknowledges, understands, and agrees that certain Services, including those that involve metrics that rely upon the completeness of certain aggregated data, may become unavailable, in whole or in part, to Customer as a result of Customer's failure or inability to provide complete and accurate Patient Data to PointClickCare via the Services and that such unavailability of the Services shall not be deemed to be a failure by PointClickCare to provide the Services hereunder. Customer

agrees that it shall hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result, from any such unavailability of the Services.

- 3.4. Connectivity. As between PointClickCare and Customer, Customer is solely responsible for all telecommunication and Internet connections required to access the Services, as well as all hardware and software at Customer's site(s). In addition to other third-party costs that may apply, Customer agrees to pay for all telecommunications services required for Customer and its Users to access the Services. Customer's access to the Services is conditioned upon Customer's compliance with the System Requirements. Furthermore, PointClickCare hereby disclaims all liabilities and makes no warranties of any kind with respect to Customer's use of products or services provided by a third parties to access or use the Services (e.g., computers, operating systems, internet connections, EMRs (if applicable), etc.).
- 3.5. Services Ownership and Feedback. Except for the limited license rights expressly provided herein, PointClickCare retains all rights, title, and interest (including, without limitation, all patent, copyright, trademark, trade secret, and other intellectual property rights) in and to the Services, and all copies, modifications, and derivative works thereof (including any changes which incorporate any of Customer's or a User's ideas, feedback, or suggestions). Customer acknowledges and understands that Customer is obtaining only a limited license to 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 the Agreement. Customer acknowledges that PointClickCare makes available to all of its Network Participants on a regular basis improvements to the Services which may be based in whole or in part on feedback provided by its Network Participants and their Users and Customer hereby grants, to the extent Customer has the authority to so grant, to PointClickCare a worldwide, perpetual, irrevocable, royalty-free license to use and incorporate into the Services any suggestion, enhancement request, recommendation, correction, or other feedback which is provided to PointClickCare by Customer or its Users. PointClickCare reserves all rights not expressly granted to Customer under the Agreement.
- 3.6. Customer Ownership of Patient Data. Customer shall retain ownership of its Patient Data but acquires no right, title, or interest, except for the limited license expressly granted to Customer herein, in PointClickCare's proprietary format or display of same. Customer hereby grants to PointClickCare a non-exclusive, perpetual license to use and disclose the Patient Data that Customer transmits via the Services and the other data described herein, in each case solely for the purposes expressly set forth herein.

4. Data Use and Compliance.

- 4.1. Customer Attestation. Customer acknowledges and understands that the Services include certain software applications that enable Customer and its Users to access and share information, including Patient Data, electronically with other Network Participants for Authorized Purposes. Accordingly, in order to access the Services and participate in the Collective Network, Customer hereby attests that Customer is a covered entity (or management company legally authorized on its behalf) as used and defined at 45 CFR 160.103. PointClickCare is only willing to provide access to the Services in accordance with Customer's attestation in this Section. Any misrepresentation of such status by Customer is an incurable breach of this Agreement.
- 4.2. Business Associate. PointClickCare is a business associate of Customer and the Services are provided subject to the BAA.
- 4.3. Network Security. PointClickCare and Customer each agree to maintain administrative, physical, and technical safeguards for protection of the security, confidentiality, and integrity of Patient Data as required by the HIPAA Security Rule set forth at 45 CFR Part 160 and 45 CFR 164 Subparts A and C, and to comply with the Network Security Policy. PointClickCare shall store and access Customer's Patient Data solely within the United States and Canada.
- 4.4. Sensitive Information Compliance. Customer and its Users shall use and disclose Sensitive Information via the Services only in accordance with the Sensitive Information Policy.
- 4.5. Use & Disclosure of Information by Customer and Customer's Contractors.
 - 4.5.1. As between Customer and PointClickCare, Customer is solely responsible for ensuring that, subject to any separate authorization between Customer and a patient, Customer's use and disclosure of Patient Data via the Services (a) is limited to Authorized Purposes; (b) is permissible under any applicable notice of privacy practices; (c) is not required to be authorized or consented to by any person, including any individual to whom it pertains, or if authorization or consent of any person is required, that it has been obtained, including any consent requirements set forth in the Sensitive Information Policy; (d) is not subject to an agreed upon or required restriction which would prohibit the disclosure; and (e) is limited to individuals with whom Customer has a direct or indirect relationship for treatment, payment, or health care operations purposes, or for whom Customer is permitted by applicable law to access Patient Data for a public health purpose. Furthermore, Customer hereby represents that its access to, use of, and disclosure of Patient Data via the Services shall be

consistent with all applicable federal and state laws, including, without limitation, the Minimum-Necessary Standard.

- 4.5.2. If Customer engages an individual or entity as a business associate of Customer to provide services on Customer's behalf which services require access to Patient Data via the Services (each a "**Contractor**"), Customer shall restrict such Contractor's use and disclosure of Patient Data to the applicable Authorized Purposes and in all cases consistent with the Minimum-Necessary Standard. To the extent that Customer requests that PointClickCare directly deliver Customer's Patient Data to Customer's Contractor, via the Services or otherwise, and PointClickCare agrees to do so, then Customer shall identify the specific subset of Patient Data necessary to fulfill the request and Customer also hereby represent as follows: (a) that Customer has executed a services contract and a valid HIPAA business associate agreement with the Contractor; (b) that the Patient Data which Customer instructs PointClickCare to deliver to the Contractor is consistent with the Authorized Purposes and with the Minimum-Necessary Standard; (c) that the Contractor has provided Customer with assurances to Customer's reasonable satisfaction with respect to the Contractor's information-security practices and related compliance, and that Customer understands and acknowledges that PointClickCare will not be performing its own security or compliance assessments of the Contractor; (d) that Customer will not hold PointClickCare responsible for the Contractor's use or disclosure of, or changes to, the Patient Data or for any other activity of Customer's Contractor; and (e) that Customer will immediately notify PointClickCare upon termination of Customer's services contract or business associate agreement with the Contractor or upon any change of the scope of such agreements such that a change to the Contractor's access to Customer's Patient Data is merited.
- 4.5.3. *State PDMP Data.* To the extent that an Order Form indicates that the Services include data from one or more states' prescription drug monitoring programs ("**PDMP Data**"), Customer's access to and use of such PDMP Data may be subject to certain additional "flow down" terms and conditions imposed by the applicable state PDMP administrators, which additional terms and conditions shall be set forth in the applicable Order Form.
- 4.6. Use and Disclosure of Patient Data by PointClickCare and other Network Participants. Unless separately agreed to between Customer and a Network Participant, and subject to any other applicable legal or contractual requirements, obligations, limitations, or conditions, including but not limited to those set forth in this Agreement, the transfer of Patient Data by Customer via the Services, either directly or by way of a third party, conveys to PointClickCare and to the Network Participants full rights to use and disclose

such Patient Data for the Authorized Purposes, which Authorized Purposes may, by way of illustration and not limitation, consist of uses or disclosures of Patient Data for population health services, data aggregation services as defined in 45 C.F.R. § 164.501 and as permitted by 45 C.F.R. §164.504(e)(2)(i)(B), inclusion in records, disclosure to other parties, modification, de-identification in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c), and destruction, in each case only to the extent permitted by applicable law. For the avoidance of doubt, this Agreement does not permit any sale or marketing of Patient Data. The provisions in this subsection 4.6 shall prevail over any conflicting provisions elsewhere in the Agreement or the BAA. Customer and PointClickCare further agree that the BAA shall be deemed to include the provisions set forth in this subsection 4.6.

4.7. Use and disclosure of Patient Data by PointClickCare. PointClickCare may use and disclose Patient Data (i) for the Authorized Purposes as described in Section 4.6, (ii) for PointClickCare's proper management and administration, (iii) for development and improvement of the Services, for de-identification in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c), (iv) to create and share Limited Data Sets in accordance with 45 CFR § 164.514, and (v) as and as otherwise authorized in this Agreement or the BAA. Any obligation in the Agreement or the BAA to return or destroy Patient Data following termination of the Agreement or the BAA shall be understood to not apply to any Patient Data for which return or destruction is not feasible. Customer acknowledges that among the possible reasons for which return or destruction of Resident Data may not be feasible are instances where the Patient Data has been transmitted via the Collective Network to another Network Participant for Authorized Purposes as described herein and where PointClickCare, therefore, holds such Patient Data pursuant to a separate HIPAA business associate agreement between PointClickCare and such Network Participant. The provisions in this subsection 4.7 shall prevail over any conflicting provisions elsewhere in the Agreement or the BAA. Customer and PointClickCare further agree that the BAA shall be deemed to include the provisions set forth in this subsection 4.7.

4.8. Use and disclosure of Administrative Data, Transaction Data, and Derived Data by PointClickCare.

4.8.1. *Administrative Data.* "**Administrative Data**" means information identifying and pertaining to Customer and its Users, such as User contact information, but which does not contain Patient Data or Customer's Confidential Information, which PointClickCare uses to manage and administer the Services and provide support to Customer and its Users. PointClickCare may use and disclose Administrative Data for purposes of providing the Services to Customer and to other Network

Participants, for the purposes set forth in the Terms of Use, for PointClickCare's proper management and administration, and as required by law.

4.8.2. *Transaction Data.* "**Transaction Data**" means information and statistics about Customer's interactions with and usage of the Services, but which does not contain Patient Data, Administrative Data, or Customer's Confidential Information. PointClickCare may use and disclose Transaction Data for any lawful purpose, including, by way of illustration and not limitation, (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; (iii) to report the number and type of transactions and other statistical information concerning the Services; and (iv) to otherwise administer and facilitate the Services.

4.8.3. *Derived Data.* "**Derived Data**" means any data that PointClickCare derives from Patient Data, Administrative Data, or Transaction Data that does not include Customer's Confidential Information or any Patient Data or other personally identifiable information. Customer hereby acknowledges and agrees that the Derived Data is owned by, and is the exclusive property of PointClickCare, and that PointClickCare may use, disclose, market, license, distribute, sell, receive remuneration for, create derivative works of, and otherwise commercialize the Derived Data for any legally permissible purpose without restriction. The provisions in this subsection 4.8.3 shall prevail over any conflicting provisions elsewhere in the Agreement or the BAA. Customer and PointClickCare further agree that the BAA shall be deemed to include the provisions set forth in this subsection 4.8.3.

5. **Insurance.** Customer shall maintain, at no cost to PointClickCare, insurance coverage (including medical malpractice coverage) as is usually carried by the type and size of Customer, which shall cover the terms of this Agreement as amended, with limits commercially reasonable in connection with Customer's facilities, Customer's data, and Customer's 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.

6. **Principles of Construction.** Whenever the provisions of this Amendment and the underlying Agreement or the BAA are in conflict, the provisions of this Amendment shall control. Accordingly, this Amendment shall be deemed to amend both the Agreement and the BAA to the extent necessary to effectuate the provisions hereof. Except as specifically modified by the terms of this Amendment, all of the Agreement and the BAA remain in full force and effect. PointClickCare reserves the right to amend the terms of this Amendment (including Network Policies) 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 Amendment, including its use of the 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 Services after such notice period constitutes acceptance of such changes.