

THIS ADDENDUM TO THE MASTER SUBSCRIPTION AGREEMENT (THE “ADDENDUM”) IS MADE BETWEEN THE CUSTOMER AND POINTCLICKCARE TECHNOLOGIES INC. DBA POINTCLICKCARE AND ITS AFFILIATED COMPANIES (COLLECTIVELY, “POINTCLICKCARE”) AND GOVERNS CUSTOMER’S USE OF, AND ACCESS TO, THE SERVICES DESCRIBED HEREIN.

CUSTOMER AGREES TO THE TERMS OF THIS ADDENDUM BY: (1) CLICKING A BOX INDICATING ACCEPTANCE, (2) EXECUTING AN ORDER FORM THAT REFERENCES THIS ADDENDUM, OR (3) USING THE SERVICES DESCRIBED HEREIN. THE INDIVIDUAL ACCEPTING THIS ADDENDUM ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE TERMS AND CONDITIONS. THE TERM “CUSTOMER” SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES. IF THE INDIVIDUAL ACCEPTING THIS ADDENDUM DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THESE TERMS AND CONDITIONS, SUCH INDIVIDUAL MUST NOT ACCEPT THIS ADDENDUM AND MAY NOT USE THE SERVICES.

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

Customer may subscribe for the use of the eConnect Service (the “**eConnect Service**”) provided by PointClickCare with its partner provider (the “**Partner**”). Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

In order to access and use the eConnect Service, Customer agrees to the use of the eConnect Service and to the additional contractual provisions set out in this Addendum, which shall apply only to the eConnect Service and which shall accrue to the benefits of PointClickCare and Partner. The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the eConnect Service.

ECS1. Customer’s Acknowledgments and Agreements. In respect of the use of the eConnect Service, Customer understands, acknowledges, and agrees that:

- i. the eConnect Service is a single sign-on and contextual sharing workflow solution;
- ii. the eConnect Service is dependent upon a number of factors outside of PointClickCare’s and Partner’s control, including but not limited to, the operation of third-party provided hardware and network services;
- iii. the eConnect Service is not a substitute for any medical facility’s current systems of administering and safeguarding medical treatment and/or medicine;

- iv. there may be occasional communication failures or delays in the delivery or receipt of information via the eConnect Service;
- v. as a condition of using the eConnect Service, the Customer accepts all risk (whether known or unknown) associated with the foregoing and with the provision of clinical services using the eConnect Service;
- vi. with regard to any third party threatened or asserted claims or actions for personal injury, tort, medical malpractice, or for other acts, errors or omissions in the delivery of medical care or medical information, or that otherwise arise out of or, are in any way connected with Customer's access to or use of the eConnect Service or any of Customer's affiliates' delivery of medical care (a "Medical Claim"), agrees to indemnify, hold harmless and defend PointClickCare, and its respective officers, directors, employees, agents, and subcontractors, including but not limited to, Partner and other parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare's services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees), claims, liabilities, suits or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS SUCH CLAIMS RESULT FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS BY POINTCLICKCARE;
- vii. Customer understands and acknowledges that its access to the eConnect Service for one year following deployment is funded by the federal and provincial agencies, and that no additional subscription fees will be payable by customer during that period. At the end of that initial year, Customer will be responsible for the subscription fee of \$0.05, per patient-bed day, (less any applicable discounts). Customer must provide a minimum of 30 days' written notice prior to the end of this initial year in order to terminate the eConnect service and not incur any related fees; and
- viii. With respect to data security, privacy and data use, including with respect to PointClickCare's rights to de-identify data and aggregate data in accordance with all legal requirements, Customer acknowledges and agrees that PointClickCare shall be entitled to perform 'adoption reporting' to the sponsoring government agencies; i.e., provide data on the usage of the eConnect Service by Customer.

ECS2. Miscellaneous Provisions.

- i. This Addendum shall become effective upon execution by both parties;

- ii. This Addendum shall be deemed to have been made in the Province of Ontario and shall be governed by and interpreted in accordance with the laws of such Province and the laws of Canada applicable therein; and
- iii. In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the eConnect Service, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer's continued access to, or use of, the eConnect Service after such notice period constitutes acceptance of such changes.