

These Terms of Use (“**Terms**”) govern your (“**You**” or “**Your**”) use and access of the Data Explorer service (“**Service**”) as provided by PointClickCare Technologies, Inc. and its affiliated companies (collectively, “**PointClickCare**”). If You access or use the Service on behalf of a company or other legal entity, You represent that You have the authority to bind such entity and its affiliates to these Terms. By accessing or using the Service, you agree to be bound by these Terms. If you do not agree to these Terms, you may not access or use the Service. These Terms can be updated from time to time as set out below. You are responsible for regularly reviewing the most current version of these Terms.

PointClickCare’s Privacy Policy (“**Privacy Policy**”) forms an integral part of these Terms. The Privacy Policy can be found on <https://www.pointclickcare.com/website-privacy-policy/>.

## **1. Access and Use of the Service**

- 1.1. **Access to the Service.** Subject to your compliance with the Terms, PointClickCare grants you a non-exclusive, non-transferable, limited and revocable right to access and use the Service, as modified, enhanced, or updated from time to time, solely for your internal, non-commercial and general Informational Purposes. “**Informational Purposes**” means Your internal assessment of the availability and suitability of the aggregated, statistical and anonymized data by PointClickCare for the specific project or use case identified by You. Informational Purposes do not include operational reliance, commercialization, use or inclusion in publications, resale, or use for the benefit of third parties. No other rights or licenses, express or implied, are granted by PointClickCare other than those rights expressly granted in these Terms.
- 1.2. **Account Registration.** When registering for an account, You must provide true, accurate and complete information. You must keep such information current at all times. You must notify PointClickCare of any unauthorized access to or use of your account. You acknowledge and agree that You may be required to update Your user information for the user account which may necessitate electronic acceptance of these Terms.
- 1.3. **Prohibited Activities.** You shall not, and shall not permit any third party to: (a) copy, reproduce, distribute, modify, create derivative works from, or otherwise exploit the Service except as expressly permitted under these Terms; (b) reverse engineer, decompile, disassemble, adapt, trace, or attempt to derive the source code, algorithms, data or other proprietary elements of the Service; (c) sell, resell, rent, lease, or market the Service; (d) transmit viruses, malware, trojans, harmful prompts, or other malicious or harmful code through the Service; (e) Interfere with or disrupt the integrity, availability, or performance of the Service; (f) access the Service or allow any third party to access the Service, with, for example, any automated or other processes 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; (g) use the Service for the benefit of a competitor; (h) use the output in a manner that is unlawful, fraudulent, misleading or deceptive, including representing the output as verified, guaranteed or endorsed by PointClickCare; (i) combine the output with other data in a manner that could identify any individual or reveal sensitive or confidential information, or otherwise attempt to re-identify any person; (j) use the Service or the output to develop, train, or improve any machine learning or artificial

intelligence models or, to create a competing product or service; (k) use the Service or output to identify, re-identify or infer the identity of any individual; (l) isolate or analyze small population segments in a manner that could reasonably enable identification of individuals.

- 1.4. **Usage Control and Limits.** Access to the Service may be subject to usage thresholds and other limitations established by PointClickCare, in its sole discretion, which may include limits on the number, frequency or volume of output. PointClickCare, in its sole discretion, may modify such thresholds at any time without notice. PointClickCare reserves the right to monitor usage and to suspend, throttle, or terminate access where usage is excessive, inconsistent with the intended purpose of the Service, or violates the Terms.

## 2. **Output Disclaimer**

You acknowledge that the Service provided under these Terms is powered by artificial intelligence (“AI”) and use large language models and machine learning technologies. Accordingly, You acknowledge that the AI-generated outputs generated by the Service: (a) are generated through probabilistic and algorithmic processes that may not account for all situational nuances, regulatory requirements, or specific contexts relevant to Your intended use and purpose; (b) are provided for Informational Purposes only and do not constitute any form of advice by PointClickCare; (c) may be incomplete, inaccurate, outdated, biased and should not be interpreted as precise or definitive; (d) are not independently validated or audited; (e) are highly dependent on your input into the Service; and (f) do not guarantee any result or outcome. You further acknowledge that You are responsible for independently reviewing, verifying, and assessing the appropriateness, accuracy, and completeness of any information produced by the Service before relying on them for Your purpose. You also agree to exercise your own professional judgment and seek additional advice where necessary, particularly where such AI-generated outputs may have legal, financial, operational or compliance implications. PointClickCare does not warrant access to, or use of the Service in any specific situation and makes no representations or warranties as to the suitability or fitness of any output for any particular purpose and disclaim all liability for any outcome resulting from Your use or reliance on any output. Your use of the Service and reliance on any information provided is at your own risk.

## 3. **Ownership**

- 3.1. **Ownership of Your Data.** As between You and PointClickCare, and to the extent permitted by applicable law, You retain all right, title and interest in and to Your Data. “**Your Data**” means all data, information, queries, instructions, and other content submitted, or transmitted by You to the Service. You hereby grant PointClickCare a non-exclusive, worldwide, royalty-free license to host, copy, process, transmit, analyze and otherwise use Your Data solely to (a) provide and operate the Service; (b) generate the output; and (c) improve and enhance the Service.
- 3.2. **Ownership of the Service.** PointClickCare retains all right, title and interest in and to the Service, including all models, algorithms, training databases, all training data, the structure, organization and architecture of the Service, all improvements, modifications, derivative works of the foregoing and any intellectual property rights therein.

- 3.3. **Ownership and Use of Output.** Subject to PointClickCare’s ownership of the Service and underlying technology: (a) You own the output generated by the Service; (b) PointClickCare retains ownership of all underlying models, logic, methodologies, databases, and analytical frameworks used to generate the output.

#### 4. Intellectual Property

- 4.1. **General.** All title, ownership rights and intellectual property rights in and to the Service (including, without limitation, all software, updates, enhancements algorithms, designs, text, graphics, sounds, all messages or items of information, domain names and any other elements which are part of the Service, individually or in combination) and any and all copies thereof are owned by PointClickCare and, if applicable, its licensors. The Service may contain certain licensed materials and, in that event, PointClickCare’s licensors may protect their rights in the event of any violation of these Terms. Any reproduction or representations of these licensed materials in any way and for any reason is prohibited without PointClickCare’s prior permission, and, if applicable, PointClickCare’s licensors and representatives. Except as expressly set forth in these Terms, all rights not granted hereunder to You are expressly reserved by PointClickCare.
- 4.2. **Trademarks.** PointClickCare’s name and other PointClickCare trademarks, graphics, product and service names and logos are trademarks or registered trademarks of PointClickCare (“**Trademarks**”). You shall not use the Trademarks without PointClickCare’s prior written consent.
- 4.3. **Feedback.** You hereby grant 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 Service by You (“**Feedback**”), including, without limitation, the right to make, offer for sale and sell any products or services incorporating such Feedback.

#### 5. Disclaimer of Warranties

- 5.1. **No Representations or Warranties.** The Service is provided “as-is” and “as-available” without any representations, warranties, or guarantees of any kind, whether express or implied, including but not limited to, any implied warranties of merchantability, fitness for a particular purpose, or non-infringement. You acknowledge that the Service may contain errors, bugs, or inaccuracies.

#### 6. Indemnification and Limitation of Liability

- 6.1. **Indemnification:** You agree to indemnify, defend, and hold harmless PointClickCare, its officers, directors, employees, and agents from any and all claims, losses, damages, liabilities, and expenses (including reasonable attorneys' fees) arising out of or relating to: (i) Your use or misuse of the Service; (ii) Your violation of any term of these Terms.
- 6.2. **Limitation of Liability:** To the maximum extent permitted by applicable law, the liability of PointClickCare for any claim, loss, or damage arising out of or related to these Terms, whether in contract, tort, or otherwise, shall not exceed one-hundred dollars (\$100.00 USD).
- 6.3. **Exclusion of Certain Damages:** In no event shall PointClickCare be liable for any indirect, incidental, consequential, special, punitive, or exemplary damages, or for any loss of profits, revenue, data, or

goodwill, whether arising out of or in connection with the use or inability to use the Service, even if PointClickCare has been advised of the possibility of such damages.

## 7. Changes to the Terms and Service

- 7.1. **Changes to Terms.** PointClickCare reserves the right, in its sole and absolute discretion, to update, change, supplement or delete certain sections of these Terms for security, legal, best practice or regulatory reasons. When such change occurs, PointClickCare will revise the version and “last updated” at the top of the Terms. Any such changes will become effective upon posting the revised terms. You are responsible for checking these Terms periodically for changes. If any future changes to these Terms are unacceptable to You or cause You to no longer be in agreement or compliance with these Terms, You may cease access to the Service. Your continued use of the Service following any revision to these Terms constitutes Your complete and irrevocable acceptance of any and all such changes.
- 7.2. **Changes to the Service.** PointClickCare may add or remove functionalities or features from the Service, modify, or discontinue the Service altogether at any time and at its entire discretion.

## 8. Termination and Suspension

- 8.1. These Terms become effective when You first access or use the Service and continue until terminated in accordance with this section. You may discontinue Your use of the Service at any time. Upon termination: (i) Your right to access and use the Service ceases, (ii) You must discontinue use; and (c) sections 1.3, 2, 3, 4, 5, 6, 8, 9 shall survive. PointClickCare may, in its sole discretion suspend, throttle, ban, or otherwise terminate Your access to or use of all or any part of the Service immediately and without incurring any resulting obligation or liability, and without prior advance notice, if (a) PointClickCare reasonably believes that: (i) You have breached any term of these Terms, or have accessed or used the Service for a purpose not authorized under the Terms; (ii) You have been, or likely to be, involved in any fraudulent, misleading or unlawful activities relating to or in connection with the Service; (iii) in order to avoid or mitigate harm to PointClickCare.

## 9. General Provisions

- 9.1. **Entire Agreement:** These Terms constitutes the entire agreement between You and PointClickCare with respect to the subject matter hereof and supersedes all prior and contemporaneous agreements, proposals, representations, and understandings, whether written or oral, relating to the Service.
- 9.2. **Governing Law:** These Terms shall be governed by and construed in accordance with the laws of the State of Delaware, United States, without regard to its conflict of law principles.
- 9.3. **Severability:** If any provision of these Terms is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.
- 9.4. **No Waiver:** No waiver of any provision of these Terms shall be effective unless in writing and signed by an authorized representative of the party granting the waiver.
- 9.5. **Notices to You.** You agree that we may provide notices and messages to you in the following ways: (1) within the Service, or (2) sent to the contact information you provided us (e.g., email).