

The following are the terms of a legal agreement (this “**Agreement**”) governing the commercialization of a software application between the party executing this Agreement identified as “**Developer**” and AlayaCare Technologies Inc. and its affiliated companies (collectively, “**AlayaCare**”).

1. Defined Terms. As used in this Agreement, the following capitalized terms will have the following meanings:

“**AppValidation**” means AlayaCare’s process to evaluate and certify the Developer App, as more particularly described in the AppValidation Guidelines.

“**AppValidation Guidelines**” means the AlayaCare AppValidation Guidelines which are available within the Website and which are incorporated by reference into this Agreement.

“**Associated AlayaCare Software**” means all AlayaCare software with which a Developer App interoperates, including all versions thereof and updates and enhancements thereto.

“**Brand Features**” means the trade names, trademarks, service marks, logos, domain names, and other distinctive AlayaCare brand features provided in connection with the AlayaCare Marketplace.

“**Customer**” means an end customer of AlayaCare.

“**Developer App**” means the software program created by Developer pursuant to the Developer Terms and Conditions, which software program interoperates or exchanges or shares data (bi-directionally or uni-directionally) with Associated AlayaCare Software.

“**Developer App TOS**” means the terms of service between Developer and Customers governing the Developer App.

“**Developer Content**” means the documentation and promotional content relating to the Developer App submitted by Developer to AlayaCare.

“**Developer Marks**” means Developer’s name, the Developer App name, Developer’s logos and any logos associated with the Developer App.

“**Developer Terms and Conditions**” means the Terms of Access to the Developer Program previously agreed to by the Parties governing Developer’s creation of the Developer App and which terms, for greater certainty, remain unamended and in full force and effect.

“**Effective Date**” means the date on which Developer’s representative executes this Agreement.

“**Fee Schedule**” means the schedule setting forth standard pricing of the Developer App for Customers and the fees payable by each of AlayaCare and Developer to the other, as applicable.

“**HIPAA**” means the *Health Insurance Portability and Accountability Act* (1996) and any amendments or implementing regulations.

“**HITECH**” means 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.

**“Intellectual Property Rights”** means all current and future worldwide common law and statutory rights, whether arising under the laws of Canada, the United States of America, or any other state, country, jurisdiction, government, or public legal authority, in, to, or associated with: (a) patents, patent applications, and invention disclosures; (b) copyrights, copyright registrations and applications therefor, moral rights, and mask work rights; (c) the protection of trade or industrial secrets or confidential information; (d) all other intellectual property rights and proprietary rights; (e) trademarks, servicemarks, and other designations of source or origin; (f) any analogous rights to those set forth above; (g) divisions, continuations, renewals, reissuances, and extensions of the foregoing (as applicable); and (h) rights to apply for, file for, certify, register, record, or perfect any of the foregoing.

**“Interface”** means an electronic interface and associated technology to permit data exchange between Associated AlayaCare Software and the Developer App to enable efficient use of the Developer App by activated Customers. The Interface includes, without limitation, any electronic interface provided by AlayaCare (including a HL7 message standard interface), the AlayaCare APIs, the Materials, the Website, any preview or test environment, and all other documentation, manuals, specifications, instructions, documents and materials, in any form or media, that describe any component, feature, requirement, or other aspect of the electronic interface, including any functionality, testing, operation, or use thereof.

**“Materials”** has the meaning set forth in the Developer Terms and Conditions.

**“Parties”** means AlayaCare and Developer.

**“Personal Information”** means any information pertaining to a directly or indirectly identifiable individual.

**“PIPEDA”** means the *Personal Information Protection and Electronic Documents Act* (2000) and any amendments or implementing regulations

**“AlayaCare APIs”** means the application programming interfaces made available by AlayaCare to Developer as described and on the conditions set forth in the Materials.

**“AlayaCare IP”** means the AlayaCare Marketplace, the AlayaCare APIs, the Associated AlayaCare Software (including any incorporated proprietary data), and the Brand Features.

**“AlayaCare Marketplace”** means any marketplace, website, or app directory or gallery, if and when established by AlayaCare, to market and sell AlayaCare partner applications, services, or goods to Customers.

**“PHI”** means protected health information in the United States, as such term is defined in any applicable laws and regulations, specifically, but not limited to, HIPAA. PHI means personal health information in the majority of Canadian provinces, as such term is defined in any applicable laws and regulations (the other provinces’ applicable laws and regulations use alternative terms such as “health information” or “personal information” in lieu of “personal health information” and, in this Agreement, PHI also shall refer to any applicable alternative term).

**“Use Cases”** means the categories of developer applications authorized by AlayaCare, including permitted and prohibited functionality and applicable AlayaCare APIs, as more particularly described on the Website.

“*Website*” means AlayaCare’s developer portal website located at <https://developer.AlayaCare.com/>.

2. Developer App Commercialization.

2.1. Interface. AlayaCare will exercise commercially reasonable efforts to develop and make available the Interface, which will function substantially in accordance with the Materials. AlayaCare may update the Interface from time to time in its sole discretion.

2.2. AppValidation. Developer will comply with the AppValidation Guidelines with respect to AppValidation of the Developer App. Developer acknowledges that if Developer materially alters or updates the Developer App, AlayaCare may in its sole discretion require Developer to undergo AppValidation again and in such case reserves the right to negotiate amendments to the terms of this Agreement or require to Developer to enter into a new Developer App Commercialization Agreement.

2.3. Customer Activation. Upon successful completion of AppValidation, AlayaCare will enable the Interface in respect of the Developer App for each Customer which has agreed to the Developer TOS and authorized AlayaCare to enable the Interface in respect of the Developer App.

2.4. Coordination of Efforts. AlayaCare and Developer will cooperate with respect to technical, sales, and support functions in connection with the Interface. The standard pricing on which the Developer App is sold to Customers is set forth in the Fee Schedule and Developer will provide AlayaCare with any updates to its standard pricing for Customers from time to time. Developer will provide a reasonable level of training and support to AlayaCare staff to enable AlayaCare staff to promote the Developer App to Customers, including training of, and support provided to, AlayaCare’s sales and account management personnel and providing AlayaCare with demonstrations of the Developer App. Developer shall provide additional training and support as reasonably requested by AlayaCare, as well as training on any updates to the Developer App. Each of AlayaCare and Developer will select an individual staff member responsible for managing its relationship with the other. Each such individual will be reasonably available to discuss matters of mutual concern with the other party at its request. Each of AlayaCare and Developer will promptly advise the other of complaints or claims from Customers that come to its attention regarding the other’s services or solutions and will timely address such issues in accordance with its standard processes and procedures.

2.5. Maintenance and Troubleshooting of the Interface. Each of AlayaCare and Developer will exercise commercially reasonable efforts to build and maintain developments, or, to the extent applicable and within its authority, cause its third-party vendors to exercise commercially reasonable efforts to build and maintain developments, in its software and systems designed to function with the Interface. If AlayaCare or Developer, or a respective third-party vendor, releases a new version of its software or systems, that party will use commercially reasonable efforts to prevent those new versions from interfering with the functionality of the Interface or, to the extent within its authority, cause its third-party vendor to do so. If AlayaCare receives notice that the Interface is unavailable or not working properly, then AlayaCare shall exercise commercially reasonable efforts to restore the availability and operation of the Interface for access and use by Developer. Each of AlayaCare and Developer will exercise commercially

reasonable efforts to resolve any issues that arise with respect to the interoperation of the Interface and Developer App in an expeditious and prioritized manner.

3. Developer Obligations.

3.1. Responsibility for Developer App. Developer acknowledges that it is solely responsible, and that AlayaCare has no responsibility or liability of any kind, for the content, development, installation, operation, hosting, sale, support or maintenance of the Developer App, including, but not limited to, the interoperation of the Developer App with the Interface or any other third party's technology.

3.2. Developer App TOS. Developer must provide Developer App TOS to which each Customer must affirmatively agree prior to the process of an order for the Developer App. The Developer App TOS must contain at least the following provisions:

- (a) the Developer App TOS are between Developer and Customer, and not AlayaCare and Customer;
- (b) AlayaCare is not responsible for providing the Developer App, content contained within the Developer App, any related support or maintenance to Customer, or any changes the Developer App makes to the Customer's database; and
- (c) Developer, not AlayaCare, is solely responsible for complying with Customer's audit requests, including with respect to logging, reporting of statistics, and third-party security assessments.

3.3. Support. Developer must prominently display in the Developer App an email address and phone number for Customers to contact Developer and respond to such inquiries in a timely manner. Developer must provide support to Customers of the Developer App on terms set out in a published service level agreement between Developer and Customers.

3.4. Downtime and Endpoint API. Developer shall provide AlayaCare with at least 5 business days' notice of any planned Developer App downtime. Developer agrees to develop against any endpoint application programming interface specified by AlayaCare which may be used by AlayaCare to monitor Developer App downtime. Developer agrees AlayaCare may display the status and uptime metrics of the Developer App to customers.

3.5. Security and Privacy Laws. Neither AlayaCare nor Developer is a business associate of the other party. Developer will comply with federally mandated information security and privacy standards, specifically, if Developer is located in the United States, HIPAA, or, if Developer is located in Canada, the laws and regulations of the applicable jurisdiction(s) regarding the protection and security of PHI and PIPEDA regarding the protection and security of other Personal Information. Developer is solely responsible for complying with relevant privacy legislation that applies to it and may have its own legal obligations which are separate and distinct from this Agreement to secure and protect PHI and other Personal Information created, received, maintained, or transmitted to Developer by or through the Developer App. If the operation of the Developer App involves the use or disclosure of any PHI via the Interface,

Developer shall enter into a valid business associate agreement with each American Customer of the Developer App as required by HIPAA authorizing Developer to act as a business associate of such Customer and shall enter into any equivalent contractual agreement with each Canadian Customer of the Developer App as may be required by applicable Canadian law.

3.6. Audit Capabilities. Developer acknowledges that it is solely responsible for complying with audit requests, including with respect to logging, reporting of statistics, and third-party security assessments.

3.7. Data Transmissions. In connection with any transfer of Personal Information or PHI between the Developer App and the Interface, Developer will: (i) transfer such Personal Information or PHI only through use of a dedicated connection to which it is the only authorized party or such other method of communication, such as encrypted communication, as offers an equivalent level of security and authentication of the recipient; (ii) not permit any third party to use any such connection to the extent that such use is within Developer's control; and (iii) take adequate and reasonable steps to ensure that access to that Personal Information and PHI at each Developer location is limited to its authorized personnel only. Developer will take reasonable care to ensure that data transmissions between the Developer App and the Interface that contain any Personal Information or PHI are timely, complete, and accurate, and will take reasonable steps to retransmit any such data transmission to the Interface upon discovery that the original transmission was lost in transmission or corrupted. If either Developer receives data from the Interface and is informed or believes that such data was not intended for it, Developer will notify AlayaCare and promptly take effective steps to return such data, or at the direction of AlayaCare, immediately and permanently delete such data from its systems.

3.8. Data Write-Back. Developer shall ensure that any data received from the Associated AlayaCare Software and changed within the Developer App will be written back into the Associated AlayaCare Software using such methods as AlayaCare may specify in its sole discretion.

3.9. Database Migrations. In the event of a transfer of ownership or assets of a Customer, upon receipt of appropriate authorization, Developer will migrate applicable data of such Customer to the new Customer's database as directed.

3.10. Privacy Policy. Developer must have in place a privacy policy that meets applicable legal standards and accurately describes the collection, use, storage and sharing of Personal information and PHI. Developer must promptly notify AlayaCare of any breaches of the Developer App TOS or privacy policy that impact or may impact Customers. Developer's privacy policy must be at least as stringent and favorable to Customers as [AlayaCare's](#).

3.11. Prohibitions. Developer must ensure that the Developer App does not:

- (a) perform except in accordance with the Use Case specifically authorized by AlayaCare for the Developer App;
- (b) violate or infringe the Intellectual Property Rights of any third party;
- (c) include content which is in AlayaCare's judgment, harassing, defamatory, abusive,

lewd, obscene or is otherwise objectionable;

- (d) perform an action with the intent of introducing to Associated AlayaCare Software any viruses, worms, defects, Trojan horses, malware, or any items of a destructive nature;
- (e) store any plain text AlayaCare authorization credentials; or
- (f) send spam emails to Customers.

3.12. Non-Interference. During the term of this Agreement and for 12 months following its termination, Developer will not, solely or jointly with others, induce or attempt to induce any Customer to cease doing business with AlayaCare or in any way interfere with the relationship between AlayaCare and any Customer.

#### 4. Licenses.

##### 4.1. By AlayaCare to Developer.

4.1.1. Marketing and Interface. Subject to the terms and conditions set forth in this Agreement and upon completion of AppValidation, AlayaCare grants to Developer during the Term a limited, non-exclusive, non-sublicensable, non-transferable, revocable right and license to market and sell the Developer App directly to Customers prior to the establishment of the AlayaCare Marketplace and, upon such establishment, through the AlayaCare Marketplace, and use the Interface solely to enable interoperation between the Developer App and Associated AlayaCare Software. For greater certainty, the foregoing applies only to the Developer App, and the use of the Interface to enable the interoperation of Associated AlayaCare Software with any other Developer application, solution, or software program will require the separate approval of the Parties in writing.

4.1.2. Brand Features. Subject to the terms and conditions set forth in this Agreement, AlayaCare grants to Developer a limited, non-exclusive, non-sublicensable, non-transferable, revocable right and license to the AlayaCare Brand Features for the sole purpose of promoting the Developer App in accordance with the AlayaCare Brand Guidelines (as they may be updated from time to time) and conditions below. This license may be revoked by AlayaCare at any time.

##### 4.2. By Developer to AlayaCare.

4.2.1. Marketing. Developer grants to AlayaCare a non-exclusive, worldwide, fully paid-up, royalty-free right and license to:

- (a) access, use, and display the Developer App and its content for purposes of marketing, demonstrating, and making the Developer App available to Customers and in the AlayaCare Marketplace;
- (b) link to and direct Customers to the Developer App;



- (c) permit others to access, purchase and install the Developer App through the AlayaCare Marketplace;
- (d) use, reproduce, distribute, reformat, create excerpts from, promote, advertise, transmit, and publicly display and perform Developer Content (and any such excerpts) in all digital and other formats for promotional purposes in connection with marketing and selling the Developer App to Customers and in the AlayaCare Marketplace; and
- (e) use the Developer Marks to refer to the Developer App in the AlayaCare Marketplace and as a participant in the AlayaCare Developer Program, including on AlayaCare's website, in press releases, and in other marketing materials. Any use of the Developer Marks will be in accordance with reasonable trademark usage policies if such policies are communicated to AlayaCare.

4.2.2. Feedback. Developer grants to AlayaCare a worldwide, fully paid-up, royalty-free, transferable, sub-licensable, irrevocable, perpetual right and license to implement, use, modify, commercially exploit, and/or incorporate into AlayaCare's solutions and the AlayaCare Marketplace any feedback, comments, suggestions, ideas, description of processes or other information that Developer may provide to AlayaCare from time to time about or in connection with AlayaCare's solutions and the AlayaCare Marketplace.

5. Fees. Developer and AlayaCare shall each pay all fees due to the other in respect of the Developer App in accordance with the Fee Schedule. Developer acknowledges any fees charged by AlayaCare are deemed to be Confidential Information (as such term is defined in the Terms of Use of Developer Portal) and, for greater certainty, may not be disclosed to any third party, including any Customer of the Developer App. Developer shall completely and accurately report to AlayaCare such details as it may reasonably request regarding each Customer of the Developer App, including but not limited to Customer name and address, fees charged for the Developer App, number of beds/units/quantity (as applicable), and other material terms and conditions.

6. Intellectual Property Rights.

6.1. AlayaCare. AlayaCare owns all rights, title, and interest, including all Intellectual Property Rights, in and to the AlayaCare IP. Except for the express licenses granted in this Agreement, AlayaCare does not grant to Developer any right, title, or interest in the AlayaCare IP. Developer agrees to take such actions as AlayaCare may reasonably request to perfect AlayaCare's rights in and to the AlayaCare IP.

6.2. Developer. Except to the extent the Developer App contains any AlayaCare IP, AlayaCare claims no ownership or Intellectual Property Rights in the Developer App.

7. Data Ownership and Use

7.1. Ownership. Data (including, but not limited to, reports, structured data, and visual representations of data) transmitted under this Agreement, together with all Intellectual

Property Rights in such data, shall be owned as follows: (i) data stored in Associated AlayaCare Software and any reports or data derived by processing such data, shall be owned by AlayaCare; (ii) data stored in Developer's systems (excluding any data provided by AlayaCare to which Developer would not otherwise have any ownership rights) shall be owned by Developer; and (iii) data received from a third party that is provided by that third party pursuant to a written agreement between it and either or both of the Parties shall be owned as provided under that written agreement and/or under applicable law. The ownership described above shall not be exclusive, to the extent that a party other than the listed owner or a third party otherwise has rights to the data described (e.g., data stored in Associated AlayaCare Software but also provided to Developer under a separate agreement could be owned by both Parties). To the extent that data is stored in both AlayaCare's and Developer's systems, Associated AlayaCare Software shall be the system of record which stores the definitive master copy.

7.2. Use. Each of AlayaCare and Developer may use data that it does not own but that it receives under this Agreement solely as follows, and for no other commercial use: (i) as necessary to perform its obligations under this Agreement; (ii) as expressly permitted under this Agreement; (iii) as permitted under each applicable agreement between that Party and any third party that owns such data; and (iv) for that Party's internal administrative purposes related to treatment, payment, and healthcare operations (as defined in and allowed by HIPAA and other applicable law). For greater certainty, Developer may not use any data that it does not own but that it receives under this Agreement for any other purpose or for the development of any other application.

8. Non-Exclusivity. Developer acknowledges that AlayaCare may currently or in the future develop, or partner with persons which develop, applications and services that may be similar to or competitive with the Developer App. Nothing in this Agreement shall in any way limit, restrict or preclude AlayaCare from pursuing any of these, or any other, present or future business activities, opportunities or interests or from entering into any agreement or transaction with any person.

9. Enforcement. If AlayaCare, in its sole discretion, believes that Developer has breached this Agreement or engaged in fraudulent activity, AlayaCare may take all steps that it considers appropriate, including investigating, warning Developer, and terminating, or suspending Developer's rights under this Agreement. In addition to any other available remedies, AlayaCare may, in its sole discretion, seek specific performance, an injunction and legal costs. AlayaCare reserves the right to take corrective action if it receives complaints from Customers about the Developer App or Developer's actions.

10. Developer Personal Information and Usage Data.

10.1. Developer Personal Information. AlayaCare may reveal information about Developer for attribution purposes, handling inquiries from Customers or potential Customers, and other purposes AlayaCare reasonably deems necessary under this Agreement and pursuant to AlayaCare's Privacy Policy.

10.2. Usage Data. AlayaCare may collect, use, process and store diagnostic and usage-related content from computers, mobile phones, and other devices with respect to the use of and access to the AlayaCare Marketplace, Website, or any materials licensed hereunder in order to: (a) maintain and improve the performance and integrity of same, (b) understand which portions of



same are most commonly used and preferred by users and how users interact with same, (c) identify the types of services that may require additional maintenance or support, and (d) comply with all regulatory, legislative and/or contractual requirements, provided in each case that such aggregated datasets and statistics will not enable Developer or any living individual to be identified.

11. Term and Termination

11.1. Term. This Agreement shall be effective for a period commencing on the Effective Date and continuing until terminated as set forth herein.

11.2. Termination for Convenience. Either AlayaCare or Developer may terminate this Agreement by upon 90 days' advanced notice to the other, except as such right may be qualified by any other written agreement between Developer and AlayaCare. AlayaCare shall within 90 days of such notice remove the Developer App from the AlayaCare Marketplace and may notify Customers of the Developer App of same.

11.3. Termination by AlayaCare. AlayaCare may terminate this Agreement and suspend the Developer App at any time and for any reason, with or without notice, including, without limitation, breach of this Agreement by Developer or if AlayaCare determines, in our sole discretion, that the Developer App may negatively affect AlayaCare, the Interface, or Customers.

11.4. Effect of Termination. Upon termination of this Agreement:

- (a) if any Customers desire to continue to use the Developer App, Developer shall continue to provide and support the Developer App for a period of six (6) months from the effective date of termination (the "**Transition Period**") to the extent necessary for Developer and AlayaCare to fulfil obligations to Customers during such period;
- (b) all rights and obligations of the Parties will automatically terminate except for those set forth in this section, and AlayaCare shall not have any liability for the cessation of Developer's access to the Interface or AlayaCare Marketplace;
- (c) Developer must permanently delete all data and any other information that Developer stored in the Developer App, except when doing so would cause Developer to violate any law or obligation imposed by a governmental authority or by a contract with a Customer;
- (d) AlayaCare will make commercially reasonable efforts to remove all references and links to the Developer App from the AlayaCare Marketplace and Associated AlayaCare Software; provided, however, that AlayaCare will have no other obligation to delete copies of, references to, or links to the Developer App.

11.5. Provisions Surviving Termination. Those sections of this Agreement which impose rights, privileges or obligations which by their nature extend beyond the termination of this Agreement shall survive the termination of this Agreement.

12. Disclaimers and Limitations of Liability

12.1. ALAYACARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. THE POINTCLICKARE IP IS PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTY WHATSOEVER. TO THE MAXIMUM EXTENT PERMITTED BY LAW, POINTCLICKARE DISCLAIMS 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 ALAYACARE IP. DEVELOPER ACKNOWLEDGES THAT ALAYACARE DOES NOT WARRANT THAT THE ALAYACARE IP WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE OR VIRUS-FREE, NOR DOES ALAYACARE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE ALAYACARE IP, AND NO INFORMATION, ADVICE OR SERVICES OBTAINED BY YOU FROM ALAYACARE OR THROUGH THE ALAYACARE IP WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

12.2. LIMITATION OF LIABILITY. UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY (WHETHER IN CONTRACT, TORT, OR OTHERWISE) WILL ALAYACARE BE LIABLE TO DEVELOPER OR ANY THIRD PARTY FOR (A) ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, LOST PROFITS, LOST SALES OR BUSINESS, LOST DATA, OR (B) FOR ANY AMOUNT IN THE AGGREGATE IN EXCESS OF THE FEES ACTUALLY PAID BY DEVELOPER IN THE SIX (6) MONTHS PRECEDING THE EVENT GIVING RISE TO DEVELOPER'S CLAIM OR, IF NO FEES APPLY, \$1,000, OR (C) ANY MATTER BEYOND ALAYACARE'S REASONABLE CONTROL. THE PROVISIONS OF THIS SECTION ALLOCATE THE RISKS UNDER THIS AGREEMENT BETWEEN THE PARTIES, AND THE PARTIES HAVE RELIED ON THESE LIMITATIONS IN DETERMINING WHETHER TO ENTER INTO THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHICH MEANS THAT SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN THESE JURISDICTIONS, ALAYACARE'S LIABILITY WILL BE LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

13. Indemnification by Developer. Developer shall indemnify, defend, and hold harmless AlayaCare and its affiliates, officers, agents, employees, and suppliers from and against any claims and all losses, costs, liabilities, damages and expenses (including attorney's fees) (collectively, "**Claims**") made or brought against AlayaCare arising out of or in connection with: (a) any use by Developer of the AlayaCare IP; (b) any breach by Developer of the terms of this Agreement; (c) any damage caused by Developer to any AlayaCare IT environment; (d) an allegation that any Developer App infringes the intellectual property rights of a third party; and (e) any Customer's use of the Developer App. Developer will control the defense and settlement of any Claim that is subject to this indemnification, provided that AlayaCare may at any time elect to take over control of the defense and settlement of any such Claim. In any event, Developer may not settle any such Claim without AlayaCare's prior written consent.

14. Modifications to this Agreement.

14.1. Modification of this Agreement. AlayaCare may change, add to, or delete from this Agreement or any portion thereof from time to time in its sole discretion.

14.2. Notice and Acceptance. If AlayaCare makes a material change to this Agreement, it will

post the amended terms on the Website. IF ANY MODIFICATION IS UNACCEPTABLE TO DEVELOPER, ITS ONLY RECOURSE IS TO CEASE ALL USE OF THE INTERFACE AND TERMINATE THIS AGREEMENT. DEVELOPER'S USE OF THE INTERFACE AND DEVELOPER APP AFTER THE EFFECTIVE DATE OF CHANGES WILL BE DEEMED TO BE ACCEPTANCE OF SUCH CHANGES.

15. Other Applicable Agreements. Developer and the Developer App must comply with the following, which are hereby incorporated by reference:

- (a) Terms of Use of Developer Portal;
- (b) AlayaCare's Privacy Policy; and
- (c) the Brand Features.

16. Prior Agreements. This Agreement supersedes and replaces any and all prior agreements (whether written or oral) between AlayaCare and Developer with respect to a technical integration or connectivity between the Parties' respective software systems or applications.

17. Software Applications Competitive with Associated AlayaCare Software. AlayaCare reserves the right to deny access to the Website or AppValidation to any Developer which provides software solutions or applications which are, in AlayaCare's sole discretion, directly competitive with AlayaCare's electronic health record solutions.

18. Non-Solicitation of Employees. The Parties acknowledge and agree that the other Party's personnel have been acquired and trained at considerable expense to such Party. Each Party therefore agrees that it shall not knowingly solicit for employment or employ any of the other Party's technical, sales, or marketing employees who performed substantive work in connection with this Agreement during the term of this Agreement. This restriction shall not prohibit any general solicitation or advertisement not specifically targeted at any such person or the hiring of any such person who responds to a general solicitation or advertisement or who approaches a Party without any solicitation to leave the employ of the other Party

19. General Provisions.

19.1. Governing Law and Jurisdiction [For Developers Located in the United States Only]. This Agreement shall be governed by the laws of 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 these Terms, Developer agrees to the exclusive jurisdiction of the State of Delaware.

19.2. Governing Law and Jurisdiction [For Developers Located in Canada Only]. This Agreement shall be governed by the laws of 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 these Terms, Developer agrees to the exclusive jurisdiction of the Province of Ontario.

19.3. Marketing/Publicity. Subject to applicable laws, regulations and securities exchange listing rules, the parties shall mutually agree on the form, content, and timing of any marketing, publicity, promotional communications or securities exchange market announcements.

19.4. Independent Contractors. The Parties are independent contractors and nothing contained in this Agreement or in the relationship between AlayaCare and Developer shall be deemed to constitute a partnership, joint venture, or any other similar relationship among them. Neither Party has the authority to bind the other to any contract or representation.

19.5. Non-Assignment. Developer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of AlayaCare.

19.6. Entire Agreement. This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter herein and supersedes all prior and contemporaneous communications, representations, discussions, and agreements between the Parties with respect to such subject matter.

The parties have agreed to the terms of this Agreement as of the date indicated below.

**Alaya Care Inc.**

**Developer Name:** \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name:

Name:

Title:

Title:

Date:

Date:

I have the authority to bind the company.

I have the authority to bind the company.

## AlayaCare Developer Program Use Cases

### Devices:

- **Are** hardware devices which connect to and exchange data with other devices or systems at the point of care in long-term post-acute care (“**LTPAC**”) settings to provide reporting and analysis capabilities.
- **Are not** devices which facilitate communication with devices or third parties in acute care or ambulatory care settings, or healthcare plans, payors, or intermediary vendors.
- Utilize resident demographic and observation APIs, including blood pressure, heart rate, oxygen saturation, additional weights and vitals clinical data

### Patient and Family Engagement

- **Are** software applications which exchange data with home health providers’ systems to provide reporting and analysis capabilities and to facilitate communication and engagement with patients, caregivers and their families and friends.
- **Are not** software applications which facilitate communication between software applications or providers’ systems in the LTPAC setting and third parties’ applications or systems in acute care or ambulatory care settings, or healthcare plans, payors, or intermediary vendors.
- Utilize resident demographic APIs, including facility information, patient photos, patient lists, additional patient data.

### Care Coordination

- **Are** software applications which exchange data between LTPAC providers’ systems and third parties in acute care or ambulatory care settings, healthcare plans, payors, intermediary vendors, or other third parties adjacent to the LTPAC market, to support organization of patient activities between participants involved in identifying appropriate delivery of health care services.
- **Are not** software applications delivered directly to AlayaCare LTPAC customers.
- Utilize resident demographic APIs, as well as subscription to communications which provide patient status updates, including patient admission, discharge and transfer notifications.