



Addendum to Subscription Services Agreement – Family Portal Module

This Addendum is entered into between **Alaya Care Inc. (“AlayaCare”)** and _____ (“**Customer**”) and becomes effective as of _____ (the “**Effective Date**”). This Addendum modifies and amends the software and technology agreement executed by the parties governing the provision by AlayaCare of its electronic home care / home health platform provided by AlayaCare to Customer (the “**Service Agreement**”). All terms and conditions of the Service Agreement remain in effect, unless specifically modified by the provisions set forth in this Addendum.

By signing this Addendum, the Customer may subscribe for the use of AlayaCare’s Family Portal module as described in Schedule A (the “**Family Portal Services**”).

This Addendum is solely in respect of Customer’s use of the Family Portal module. Capitalized terms not defined in this Addendum shall have the same meanings as in the Service Agreement.

Terms of Use of the Family Portal Module

FPA 1. Description and Grant of Rights

AlayaCare grants Customer a non-transferable and non-exclusive right and license (the “**License**”) to access and use the Family Portal, consisting of a software application forming part of AlayaCare’s core platform and certain software and functionality designed to be used directly by End Users.

FPA 2. Term of Addendum. The initial term of this Addendum shall be three (3) years beginning upon the Effective Date of this Amendment (the “Initial Term”). After the Initial Term, the Parties agree that the term shall be automatically renewed for subsequent twelve (12) month periods (each a “Renewal Period”), unless written notice of non-renewal is received by a party (from the other party) upon no less than sixty (60) days prior to the end of the Initial Term or any Renewal Period.

FPA 3. AlayaCare Warranty. AlayaCare represents and warrants that it has the right and authority to license, deploy, support and maintain the Family Portal to the Customer, subject to the terms and conditions of the Service Agreement and this Addendum and that the Family Portal will provide the data security and privacy protections required by the Service Agreement.

FPA 4. Customer Acknowledgments and Agreements. In respect of the use of the Family Portal and its provision to End Users, Customer understands, acknowledges, and agrees that:

- a) it shall be and remain responsible for the review, modification (if required) and approval of AlayaCare’s standard form of Family Portal End User License Agreement (“EULA”) to be provided to End Users in connection with their registration for and use of the Family Portal;
- b) it shall be and remain solely responsible for obtaining and maintaining all End User consents required by applicable law and Customer’s privacy policies required in order to share personal and health information via the Family Portal;
- c) Customer shall remain solely responsible for maintaining appropriate administrative, physical, and technical safeguards for protecting the privacy, security, confidentiality, and integrity of all data or information belonging to or created by Customer and End Users.
- d) the Family Portal is not designed nor intended to deliver critical or emergency communication between Customer and End Users; and
- e) the Family Portal is not a substitute for Customer’s current systems of administering and safeguarding care services, medical treatment and/or medicine.

FPA 5. 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 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



Addendum to Subscription Services Agreement – Family Portal Module

ARISING FROM OR IN CONNECTION WITH THIS ADDENDUM OR THE FAMILY PORTAL. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE SERVICES AGREEMENT, THE MAXIMUM LIABILITY OF ALAYACARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH THE FAMILY PORTAL OR DELIVERABLES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR SUCH SERVICES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS ADDENDUM.

FPA 6. Entire Addendum. This Addendum, together with any attached exhibits that are incorporated by reference, and the Service Agreement 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 Addendum and such exhibits.

Each party's signatory below represents that they are entering into this Addendum on behalf of their respective entity and that they have the authority to bind such entity to this Addendum, including all schedules, exhibits, and addenda annexed or incorporated by reference in this Addendum.

ALAYA CARE INC.

CUSTOMER

By:
Name:
Title:

By:
Name:
Title



SCHEDULE A

COMMERCIAL TERMS

- FPA 1. Description.** The Family Portal module provides a secure, integrated, online portal that provides clients, providers and authorized family members access to parts of their AlayaCare client health record to stay connected and engage in their care plan anywhere, at any time.
- FPA 2. Pricing.**



SCHEDULE C

TERMS OF USE / EULA – FAMILY PORTAL MODULE

ATTENTION: PLEASE READ THIS DOCUMENT CAREFULLY BEFORE DOWNLOADING OR USING THE ALAYACARE FAMILY PORTAL. YOU MUST SCROLL DOWN TO THE END OF THIS END-USER LICENSE AGREEMENT (THIS “EULA”) BEFORE YOU AGREE TO IT AND CONTINUE WITH THE INSTALLATION / REGISTRATION. YOU MUST BE 18 YEARS OF AGE OR OLDER TO AGREE TO THESE TERMS AND ACCESS THE SOFTWARE.

This EULA is a legal agreement between you, AlayaCare and your home care service provider (“**Provider**”) that sets out the terms by which:

- you are granted the right to access and use the AlayaCare Family Portal application software (the “**Portal**” or the “**Software**”) and all the data supplied with or provided via the Portal; and
- you are granted the right to use your computer or any compatible device in order to access, and in certain situations to share, materials displayed or made available through the Portal, including, without limitation, text, images, photographs, illustrations, audio and video clips, computer software and code (the “**Content**”).

This EULA sets out the terms and conditions under which qualified individuals may access and use the Portal. By accessing and using the Portal, you are indicating that you accept to be bound by the terms and conditions of this EULA. If you do not accept these terms and conditions, you must not access or use the Portal. AlayaCare or the Provider may revise this EULA from time to time, of which you will be notified in the Portal at login. Use of the Portal after such changes are posted will indicate your acceptance of the revised terms. From time to time, updates to the Portal and the software by which you access the Portal may be issued by AlayaCare or the Provider. Depending on the update, you may not be able to use the Portal until you have downloaded the latest version of any software and accepted any new terms.

Portal Description

AlayaCare enables its Providers to offer a service that uses an internet-based portal in order to give selected clients and their families greater access to information relating to the home care and home health care services offered by Providers. The Providers referred to in this EULA are customers of AlayaCare each of whom maintains separate contracts with AlayaCare governing their usage rights and obligations. All such contracts remain in effect and are not amended by this EULA.

Eligible individuals with access to the Portal will be able to interact with Providers regarding personal care services, view relevant treatment information received from Providers and seek general information relevant to their health and medical condition. Patients will be able to initiate the creation of a health record by providing personal information, such as personal and family health history, medications, and allergies. The Portal will grant eligible customers of a Provider with unlimited access to their health care profiles.

Services Offered

The Portal will make available information, including personal health information related to the services you receive from a Provider and may include the following services:

- a) online access to your Portal account and to your personal health information such as vitals, medications, and clinical forms held within the Portal;
- b) the ability to access billing and payment information such as account balances and invoice history;
- c) interaction with health care providers and the ability to receive up-to-date health information;
- d) the ability to access schedule information, request changes to the schedule, and make new appointment requests to a Provider;
- e) the ability to perform self-assessments and complete forms requested by a Provider; and
- f) share feedback to your Provider through reviews and ratings of your visit and/or personal or health care worker.



How to Register

Providers will initiate the registration process and grant Portal access to qualified/registered participants and set associated permissions. Users may be either the direct recipient of the Provider's services or a person to whom consent has been provided to access their information (a "**User**"). The activation code will be sent to the User's registered email.

Passwords and password management

After a User is registered in the Portal, an activation code will be sent to Users via their registered email. Using the activation code, a User will be able to finalize registration.

Users are responsible for maintaining the confidentiality of their username, password and other authentication information. Each User shall be held responsible for any changes or extractions of data made during a connection to the Portal by means of his or her username and password, regardless of whether these events have been approved by such User. Users must notify their Provider as soon as possible of any unauthorized use of their Portal credentials. Neither AlayaCare nor Provider will be held responsible or liable, directly or indirectly, for any type of loss or damage incurred by a User's failure to comply with these requirements.

Privacy and Collection of Information

Collection. AlayaCare may collect Personal Information from its customers or from the End User directly via the use of our Website and Applications or via other interfaces with authorized healthcare information providers, including but not limited to the following Personal Information:

- Patient demographic information
- Patient medical history
- Remote patient monitoring data
- Reports created by employees of our customers during healthcare interventions with End Users
- Time and attendance data (including geolocation) related to visits with patients
- We may also collect system information to diagnose and debug software issues. Such information may be linked with Personal Information contained in your account, so it may be regarded as Personal Information.

Use. AlayaCare will not use or disclose Personal Information for purposes other than those set out in this EULA and the purpose for which it was collected, except with your consent or as required by law. AlayaCare will keep Personal Information only as long as it remains necessary or relevant for the identified purposes or as required by law. **AlayaCare** will use Personal Information to manage your account, send you information on our Services, offer you new features or new services, optimize the Services we provide to you and to provide updates for the Portal. AlayaCare will use anonymized Personal Information for research and development purposes, in aggregate for statistical purposes, and to evaluate and improve the features and functionality of the Portal and its Software.

Additionally, by using the Portal, you acknowledge and agree that internet and data transmissions are never completely private or secure. You understand that any message or information you send using the Portal may be read or intercepted by others, even if there is a special notice that a particular transmission is encrypted. By using the Portal you consent to AlayaCare collecting and using technical information about your usage of the Portal via your specified devices, hardware and peripherals to facilitate the provision of software updates or other improvements. This information and other information which may be deemed personal information shall be collected in accordance with AlayaCare and Providers' Privacy Policies.

Portal provided only as a Convenience for Clients and Families

The Portal is provided by AlayaCare and its Providers to Users in its discretion. Providers may provide supplemental services in connection with the Portal and may charge for the Portal and such supplemental Services.

- **Participation in the Portal by each Client and Family member is entirely voluntary.** If you decide not to participate in the Portal this will not affect the care that you or any person receives from the Provider. You may discontinue your participation in the Portal at any time by notifying your Provider. Should you discontinue your participation in the Portal, or if your access to the Portal is discontinued or terminated for any reason, your Portal ID and password will be deactivated. Where a patient User chooses to discontinue participation in the Portal, all persons previously authorized to view that patient's Portal record will be notified that their access has been discontinued at the patient's request.
- **Provision of the Portal and any of its specific functions is entirely voluntary.** AlayaCare and Provider reserve the right to modify or terminate, temporarily or permanently, the Portal without liability to Users or any third party for any such modifications, suspensions or discontinuance of the Portal or any part thereof. The terms for any such Portal cancellation are set out in Providers' terms and conditions.

Although Provider is responsible for the integrity of the information in a User's file, you acknowledge that the information from your file shared via the Portal is provided for informational purposes only. Neither AlayaCare nor the Provider makes any representation or warranties, express or implied, as to the accuracy, quality and completeness of the information and data. It is your responsibility to request from your Provider any explanations, information, advice or corrections to the information shared via the Portal.

The Portal Content Is Not a Substitute for Medical Advice

Always seek the advice of a physician, or other qualified health care provider properly licensed to practice medicine or general health care in your jurisdiction, concerning any questions you may have regarding any information obtained from the Portal and any medical conditions you believe may be relevant to you or to someone else. Never disregard professional medical advice or delay in seeking it because of something you have read on the Portal which is not directed at your personal care by a properly qualified and licensed health care provider. Always consult with your physician or other qualified health care provider before embarking on a new treatment, diet or fitness program. Information obtained on the Portal is not exhaustive and does not cover all diseases, ailments, physical conditions or their treatment. Any tools, calculators or quizzes provided on the Portal are provided for general and illustrative purposes only, and are not intended to be a substitute for, medical advice. You should not act or abstain from acting based on any information provided by any such Tool.

Limitations of the Portal as Communications Tool

- **Do not use the Portal to communicate or treat medical emergencies.** If you have a medical emergency, call a physician, qualified health care provider or 911 immediately. Under no circumstances should you attempt self-treatment based on anything you have seen or read on the Portal.
- **The Portal does not create physician-patient relationships.** The presentation of information on the Portal does not establish a physician or nurse-patient relationship between you and a Provider or any of its qualified care providers.

Grant and Scope of License

In consideration of your agreeing to abide by the terms of this EULA, AlayaCare grants you a non-transferable, non-exclusive license to use the Portal and the Software subject to these terms. You may access the Portal and view, use and display the Software on any computer and any device that you own or control for your personal purposes only, and as permitted by this EULA.

License Restrictions

Except as expressly set out in this EULA or as permitted by any local law, you agree: (a) to use the Portal for its intended purpose(s) only and in connection with the AlayaCare hosted application; (b) not to copy the Portal or the Software; (c) not to rent, lease, sub-license, loan, translate, merge, adapt, vary or modify the Portal or the Software; (d) not to make alterations to, or modifications of, the whole or any part of the Portal or the Software, or permit the Portal or the Software or any part of them to be combined with, or become incorporated in, any other programs; (e) not to disassemble, decompile, reverse-



engineer or create derivative works based on the whole or any part of the Portal or the Software or attempt to do any such thing; (f) not to use or distribute the Software (in object code format or otherwise) comprising the Portal other than as part of your authorized use of the Portal.

Use Restrictions

You agree to: (a) not use the Portal or any Software in any unlawful manner, for any unlawful purpose, or in any manner inconsistent with this EULA, or act fraudulently or maliciously (for example, by hacking into or inserting malicious code, including viruses, or harmful data, into the Portal or the Software); (b) not infringe AlayaCare's intellectual property rights or those of any third party in relation to your use of the Portal (to the extent that such use is not licensed by this EULA); (c) not transmit any material that is defamatory, offensive or otherwise objectionable in relation to your use of the Portal or any Service; (d) not use the Portal or the Software in a way that could damage, disable, overburden, impair or compromise AlayaCare's or Provider's systems or security or interfere with other users; (e) not collect or harvest any information or data from the Portal or other AlayaCare or Provider systems or attempt to decipher any transmissions to or from the servers running any software; and, (f) not allow the Portal to be used by any person for whom you are legally responsible, in any manner which could result in liability to AlayaCare or Provider.

Intellectual Property Rights

You acknowledge that all intellectual property rights in the Portal and the Software and in all content, information and material made available to you via the Portal, wherever in the world such rights arise, belong to AlayaCare and Provider, that these rights are licensed (not sold) to you, and that you have no rights in, or to, the Portal, Software, content, information or material other than the right to use each of them in accordance with the terms of this EULA. You acknowledge that you have no right to have access to the Portal or the Software in source-code form.

No Warranty

The Portal and the Software are provided to you "AS IS." Subject to any applicable legislation prohibiting the following exclusions, AlayaCare does not offer or provide any warranties or representations in relation to the quality or performance of the Portal, nor does AlayaCare guarantee that the Portal or the Software will always be available or that access to them will be uninterrupted. AlayaCare and Provider will not be liable to you if for any reason the Portal or Software do not perform as described or are unavailable at any time or for any period. AlayaCare, Provider and their licensors cannot and do not warrant that the Portal or the Software will be free from viruses and errors. ALAYACARE AND ITS LICENSORS MAKE NO WARRANTIES OF ANY KIND RELATED TO THE PORTAL OR SOFTWARE, EITHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, NON-INFRINGEMENT, AND FITNESS FOR A GENERAL OR PARTICULAR PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR HAVE LEGISLATION THAT IMPOSES CERTAIN STATUTORY WARRANTIES WHICH CANNOT BE EXCLUDED, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. Although AlayaCare and Provider will make reasonable efforts to update the information on the Portal, we make no representations, warranties or guarantees, whether express or implied, that the content on the Portal is accurate, reliable, complete or up to date.

Limitation of Liability

You acknowledge that the Portal has not been developed to meet your individual requirements, and that it is therefore your responsibility to ensure that the facilities and functions of the Portal meet your requirements. Your use of the Portal and the Software is entirely at your own risk. Under no circumstance will AlayaCare, Providers or their agents, licensors or suppliers be liable to you on account of your use or misuse of, or reliance on, the Portal or the Software. TO THE EXTENT PERMITTED BY LAW, IN NO EVENT (INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ALAYACARE OR ITS LICENSORS), WILL ALAYACARE, PROVIDERS, THEIR LICENSORS, SUPPLIERS OR DEALERS BE LIABLE TO YOU FOR ANY ACTUAL, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING ANY LOST PROFITS, LOST SAVINGS, COSTS OF PROCUREMENT OF SUBSTITUTE PRODUCTS OR SERVICES OR OTHER DAMAGES ARISING OUT OF THE USE OR INABILITY TO USE THE PORTAL, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS AND COUNTRIES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR HAVE LEGISLATION WHICH RESTRICTS THE LIMITATION OR EXCLUSION OF LIABILITY, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. IN NO EVENT



WILL THE TOTAL LIABILITY OF ALAYACARE, PROVIDERS OR THEIR LICENSORS FOR ALL DAMAGES EXCEED THE GREATER OF THE FEES PAID BY YOU TO THE PROVIDER FOR THE PORTAL FOR THE CURRENT TERM OF THE EULA AND US\$100.

Term and Termination

This EULA is effective until terminated. This EULA will automatically terminate if you fail to comply with any term or condition of this EULA. You agree that AlayaCare may, at its sole discretion, temporarily or permanently terminate the EULA with prior notice to you and/or terminate your access to the Portal without prior notice to you. Upon termination, for any reason, you agree: (a) all rights granted to you under this EULA shall cease; (b) to permanently delete or remove the any Software or data from your computers and any devices custody or control; and (c) cease all activities authorized by this EULA, including use of the Portal.

Governing Law

This EULA shall be deemed to be made in the State of Delaware, for U.S. users of the Portal, in the Province of Ontario, Canada, for Canadian users of the Portal, and in the State of New South Wales for Australian users of the Portal. It shall in all respects be interpreted, construed and governed by and in accordance with the applicable jurisdiction to contracts executed and to be wholly performed therein, and without regard to its conflicts of laws principles. You irrevocably submit to the jurisdiction of the state, provincial and/or federal courts of your country of residence and any action or proceeding arising out of this EULA will be heard and determined in such courts. This EULA will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded.

Indemnity for Damages Arising from Your Actions

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 your access to or use of the Service and/or the App or any of your affiliates' delivery of medical care (a "**Medical Claim**"), any and all liabilities, damages, costs, expenses or losses arising out of your use of the Portal or the Software, your negligent or wrongful acts, your violation of any applicable laws or regulations, and/or your breach of any provision of this EULA, you shall indemnify, hold harmless and defend AlayaCare, and its respective licensors, officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by AlayaCare to provide services or products directly to you or indirectly through incorporation of their services or products in AlayaCare'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 ALAYACARE.

Additional Important Terms

AlayaCare may transfer its rights and obligations under this EULA to another organization, but this will not affect your rights under this EULA. You may not transfer your rights or obligations under this EULA to another person. If AlayaCare fails to insist that you perform any of your obligations under this EULA, or if AlayaCare does not enforce its rights against you, or if AlayaCare delays in doing so, that will not mean that AlayaCare has waived its rights against you and will not mean that you do not have to comply with those obligations. If any court or competent authority decides that any of them are unlawful or unenforceable, the remaining conditions will remain in full force and effect. AlayaCare shall have the right to bring proceedings for injunctive relief in any jurisdiction