



## Addendum to Subscription Services Agreement – Virtual Visit 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 Virtual Visit Services module as described in Schedule A (the “**Virtual Visit Services**”), portions of which are supported by a third-party platform subscribed to by AlayaCare specifically for the purpose of providing the Virtual Care Services to AlayaCare customers.

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

### Terms of Use of the Virtual Visit Module

**VVA 1. 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.

**VVA 2. AlayaCare Warranty.** AlayaCare represents and warrants that it has the right and authority to license, deploy, support and maintain the Virtual Visit Services to the Customer, subject to the terms and conditions of the Service Agreement and this Addendum and that the Virtual Visit Services will provide the data security and privacy protections required by the Service Agreement.

**VVA 3. Customer Acknowledgments and Agreements.** In respect of the use of the Virtual Visit Services, Customer understands, acknowledges, and agrees that:

- a) the Virtual Visit Services are video-based services that are not designed nor intended to deliver critical or emergency communication between users;
- b) the Virtual Visit Services are not expected to perform at the same level of performance and/or reliability expected of medical devices used in the delivery of critical medical care environments;
- c) the Virtual Visit Services are not a substitute for any medical facility’s current systems of administering and safeguarding care services, medical treatment and/or medicine;
- d) the Virtual Visit Services are dependent upon a number of factors beyond AlayaCare’s control, including, but not limited to, the operation of hardware and network services provided by third parties;
- e) there may be occasional communication failures or delays in the connectivity of the Virtual Visit Services that are beyond AlayaCare’s control;
- f) with regard to any third party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of personal care, 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 Virtual Visit Services, Customer shall agree to be responsible for their own acts and behavior and all results thereof; and
- g) it 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’s use of the Virtual Visit Services.

**VVA 4. Disclaimer.** THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF ALAYACARE RELATED TO THE VIRTUAL VISIT SERVICES.

**VVA 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



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WARRANTY OR BREACH OF CONTRACT, NEGLIGENCE, TORT, STATUTORY DUTY OR ANY OTHER LEGAL CAUSE OF ACTION ARISING FROM OR IN CONNECTION WITH THIS ADDENDUM OR THE VIRTUAL VISIT SERVICES. 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 VIRTUAL VISIT SERVICES 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.

**VVA 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**

**VVA 7. Description.** The Virtual Visit module provides a secure, 1-to-1 video connection to enable remote care and provide integration with a customer’s existing AlayaCare platform, including billing, payroll, EMR and visit verification.

**VVA 8. Pricing.**