

## AlayaCare Cloud – AI Features Cross-Region Processing Addendum

This AI Features Cross-Region Processing Addendum (the “**Addendum**”) is hereby appended to the Master Subscription and Services Agreement (the “**MSSA**”) between the customer (“**Customer**”, or “**you**”) and AlayaCare Inc. (“**AlayaCare**”) which governs Customer’s use of the AlayaCare Cloud platform (the “**Agreement**”, which includes all other documents and agreements incorporated by reference into the MSSA, including but not limited to any Order Form signed between you and AlayaCare). Capitalized terms used but not defined herein have the meaning as set out in the Agreement.

**By enabling or accessing any artificial intelligence or generative AI functionality within AlayaCare Cloud including but not limited to AlayaFlow (the “AI Features”) and / or by continuing to use the AI Features if already activated, Customer agrees to the terms of this Addendum on behalf of Customer and its Users. If you do not agree to the terms of this Addendum, you are not authorized to use the AI Features.**

### 1. Purpose of this Addendum

Certain AI Features, including but not limited to AlayaFlow, rely on third-party foundation models and cloud-based inference services that may process Customer Data in regions outside the region where Customer Data is ordinarily stored. This Addendum describes the conditions under which such processing occurs and Customer’s responsibilities in opting in, as well as additional information, responsibilities of the parties, and disclaimers.

Depending on your location, some of the provisions of this Addendum regarding cross-border data processing may not apply to you.

### 2. Scope of Data

For purposes of this Addendum, “**Customer Data**” includes all data submitted to, processed by, or generated through the AI Features, including but not limited to personal information (“**PI**”), personal health information (“**PHI**”), prompts, inputs, contextual data, and model outputs.

### 3. Nature of Processing

Customer acknowledges and agrees that:

1. Processing of Customer Data for the AI Features may be performed in regions that may be outside Customer’s primary region, specifically in the United States, using

cloud infrastructure provided by third-party providers including but not limited to Amazon Web Services (“AWS”).

2. Customer Data when using the AI Features is processed transiently in memory only, and if you are located outside the United States, **is never stored, logged, or persisted in the United States**. This reflects the design of AWS’ Cross-Region Inference Services, which process inference data ephemeraly and do not store Customer Data in target regions.
3. All logs associated with operation of the AI Features, when enabled, remain stored in the Customer’s originating region and are not written on hardware storage media in the United States (if the Customer is outside the United States).
4. Customer Data processed by the AI Features is not used to train or improve base models and is not shared with model providers, in accordance with AWS security principles.

#### 4. Security and Safeguards

AlayaCare represents and warrants that:

1. All cross-region inference traffic is encrypted in transit using industry-standard encryption (e.g., TLS 1.3), consistent with AWS safeguards.
2. Any Customer Data stored by AI-related managed features (e.g., agents, embeddings, vector storage) is encrypted at rest using customer-specific or platform-managed encryption keys within the Customer’s primary region.
3. AI Features operate solely within secure cloud environments designed to meet SOC, ISO, HIPAA-eligible, and similar compliance frameworks (as applicable to the underlying cloud service provider).

#### 5. Data Residency Considerations

Customer understands and agrees that:

1. Data residency obligations in certain jurisdictions distinguish between transient processing for inference and persistent storage. Canadian regulatory guidance (including CCCS Medium Profile and Treasury Board Secretariat policy updates) recognizes this distinction, allowing for ephemeral cross-border inference (such as used in AlayaFlow) under a risk-based approach.

2. Customer remains responsible for determining whether its use of AI Features complies with all applicable laws, regulations, contractual obligations, and sector-specific residency requirements, including those relating to PI and PHI.

## 6. Customer Responsibilities

Customer agrees to:

1. Obtain all necessary consents and provide all required notices to Users and other individuals whose information may be processed by AI Features.
2. Ensure that its configuration and use of the AI Features comply with its internal policies, regulatory obligations, and risk assessments.
3. Not submit Customer Data to the AI Features that Customer is prohibited from transferring or processing outside a particular region.

## 7. Limitation of Service Configuration

Customer acknowledges that certain AI models and capabilities are available only through cross-region inference pathways provided by third-party cloud providers including AWS. Disabling cross-region inference may limit, degrade, or prevent access to certain AI Features.

## 8. General AI Disclaimer

Without limiting the generality of the Disclaimer in the MSSA, AlayaCare makes no representations or warranties regarding the AI Features. Customer acknowledges and agrees that: (i) AlayaCare makes use of certain third-party Artificial Intelligence (AI) and Large Language Model (LLM) systems (collectively, the “**Third-Party AI**”), in order to respond to queries to give “**AI Responses**”; (ii) AlayaCare makes use of the Third-Party AI as part of the AlayaFlow portion of the Services to perform various functions, specifically as part of the Vacant Visit Scheduling, Visit Verification and Recommended Care Plan Agents (collectively the “**Agentic AI**”); and (iii) the nature of this type of service and the use of the Third-Party AI means that the AI Response or Agentic AI cannot in any way be guaranteed. AI Responses and decisions made by Agentic AI should always be verified by Customer’s Users through other means. AlayaCare shall not be responsible for any losses or damages, pecuniary or otherwise, to Customer, Customer’s Users or any third party resulting from reliance upon any AI Response or Agentic AI from AlayaCare, and AlayaCare disclaims any responsibility thereto. Customer’s use of AlayaCare’s AI Features is at its sole risk.

## 9. Priority of Terms

In the event of a conflict between this Addendum and the Agreement, this Addendum shall govern with respect to the operation and use of AI Features, to the extent required to resolve the conflict.

## 10. Opting-in and Acceptance

The AI Features are disabled by default. Customer must explicitly enable AI Features to activate cross-region processing. If Customer does not accept the terms of this Addendum, Customer must not enable or use any AI Features.

By enabling AI Features within AlayaCare Cloud, Customer represents and warrants that it has read, understood, and agrees to this Addendum.

