



API TERMS OF USE

THESE API TERMS OF USE (“**API Terms**” or “**Terms**”), are a legal agreement between you (“**You**”, “**Your**” or “**User**”) and AlayaCare Inc. and its affiliates (collectively “**AlayaCare**”) regarding Your use of the AlayaCare Application Programming Interface (the “**AlayaCare API**” or the “**API**”).

BY ENTERING INTO THESE API TERMS BY PHYSICAL OR ELECTRONIC SIGNATURE, BY CLICKING ON THE APPROPRIATE ACCEPTANCE BUTTON, BY ENTERING INTO ANOTHER AGREEMENT WITH ALAYACARE IN WHICH THESE API TERMS ARE INCLUDED OR INCORPORATED BY REFERENCE, AND / OR BY DOWNLOADING, ACCESSING OR OTHERWISE USING THE API OR ANY PORTION THEREOF, YOU ACCEPT ALL THE TERMS AND CONDITIONS OF THESE API TERMS. YOU AGREE THAT THESE API TERMS ARE ENFORCEABLE LIKE ANY WRITTEN NEGOTIATED AGREEMENT PHYSICALLY SIGNED BY YOU AND THAT YOUR USE OF THE API CONSTITUTES ACCEPTANCE OF THESE API TERMS.

IF YOU ARE ENTERING INTO THESE API TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY (INCLUDING BUT NOT LIMITED TO ANY ALAYACARE CUSTOMER), YOU REPRESENT AND WARRANT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THESE API TERMS, IN WHICH CASE THE TERMS "YOU", "YOUR" OR "USER" SHALL REFER TO SUCH ENTITY AND ITS AFFILIATES AS APPLICABLE. IF YOU DO NOT HAVE SUCH AUTHORITY, OR IF YOU DO NOT AGREE WITH ALL THE TERMS AND CONDITIONS OF THESE API TERMS, DO NOT DOWNLOAD, ACCESS AND / OR USE THE API OR ANY PORTION THEREOF.

These API Terms do not govern Your use of AlayaCare products or services other than the API. Your use of such products or services shall be governed by and is subject to Your agreeing to the terms of separate licenses or other agreements for such products or services.

1. **Definitions.**

In addition to definitions found elsewhere in these Terms, as used in these Terms, the following capitalized terms will have the following meanings:

- (a) “**API**” or “**AlayaCare API**” means the AlayaCare application programming interface which may be made available in any form and through any medium, as well as any and all Enhancements thereto;
- (b) “**API Data**” means collectively all files, metadata and other data in any form owned by AlayaCare and/or AlayaCare’s customers obtained from or via the AlayaCare API;
- (c) “**API Documentation**” means the documentation found at the URL <http://developer.alayacare.com> and any other documentation which may be distributed or made available by AlayaCare to API users including You from time to time;
- (d) “**API Key**” means the unique credential(s) issued by AlayaCare to authenticate an Application and authorize access to the API, which may include OAuth client credentials and/or access tokens;
- (e) “**Application(s)**” means any and all software applications, websites, web applications, mobile applications, any artificial intelligence software (whether Large-Language Model, Agentic AI or otherwise) or other software products created by User using the API pursuant to these Terms which invoke any functionalities of Associated AlayaCare Software, and / or interoperates or exchanges or shares data (bi-directionally or uni-directionally) with Associated AlayaCare Software;
- (f) “**Associated AlayaCare Software**” means all AlayaCare software (whether downloadable, available as Software as a Service, or included in any mobile application) with which Your



Application interoperates, including all versions thereof and updates and Enhancements thereto;

- (g) “Customer” refers to a customer of AlayaCare who has signed a separate agreement for provision of other AlayaCare products or services. Customer may also refer to a Customer who has paid fees for access to the API as part of a separate agreement;
- (h) “Distributable Code” means any templates, code stubs, code snippets, example applications, sample code and code fragments in any form whatsoever and in any programming language whatsoever included as part of the API;
- (i) “Enhancements” means new versions, releases, service packs, bug fixes or other enhancements, upgrades, updates, revisions, or modifications of the API or the Associated AlayaCare Software;
- (j) “Intellectual Property Rights” means any and all patents, copyrights, trademarks, trade secrets, trade names and other proprietary rights, whether registered or not, in effect worldwide, and all registrations or applications in relation to the foregoing as applicable;
- (k) “Materials” means collectively: (i) the API (including any Enhancements thereto); (ii) the API Data and API Documentation; and (iii) the Trademarks and (iv) any other software, tools, documentation or other information that AlayaCare makes available to User in connection with the AlayaCare API or Associated AlayaCare Software.
- (l) “Party” means either AlayaCare or You, as applicable, and “Parties” means AlayaCare and You;
- (m) “Term” shall have the meaning as set out in section 7.1; and
- (n) “Trademarks” means the “AlayaCare” trademark and logos, whether registered or not, and any other trademarks owned by AlayaCare.

2. Licenses, Usage and Restrictions

2.1 General License. Subject to User’s compliance with the restrictions set forth in this section 2 and elsewhere in these Terms, upon receipt of an API Key, AlayaCare hereby grants to User a limited, non-exclusive, non-sublicensable, non-transferable, revocable, royalty-free license during the Term: (i) to access and use of AlayaCare API; (ii) to receive and use API Data according to the “Data Restrictions” section further below in these Terms; (iii) to use and copy the API Documentation; (iv) to modify the Distributable Code as necessary to create and test Applications and to demonstrate Applications to potential customers of User and/or its own internal purposes; and (v) the right to run an integration in production for a Customer’s internal operations.

2.2 Trademark Restrictions. You shall not, in any manner without having obtained the prior written consent of AlayaCare which may be withheld at its sole discretion: (i) use the Trademarks with any goods, wares, services or merchandises of any kind including your Applications; (ii) use any other trademark, logo or symbol in combination with the Trademarks or which are confusingly similar to the Trademarks; or (iii) use the Trademarks other than as specifically authorized under a separate agreement with AlayaCare, or with the express written permission of AlayaCare. Furthermore, You shall comply with any and all standards, policies or instructions provided from time to time by AlayaCare, or included in the API Documentation, regarding the use of the Trademarks.

2.3 General Restrictions. User shall not decompile, extract, translate, decrypt, disassemble, or otherwise reverse engineer any portion of the Materials or any Associated AlayaCare Software, or attempt to do any of the foregoing, or authorize or permit any third party to do or attempt to do any of the foregoing.



2.4 User Contractors. User may use third-party independent contractors ("**Contractors**") to create Applications in accordance herewith (and transfer their API Key to such Contractor for such purpose), provided that: (a) User first notifies AlayaCare in writing of the name, address, and other available contact information for the Contractor, together with a description of the contemplated applicable services or products that the Contractor will provide, and promptly notifies AlayaCare of any changes in any of the foregoing; and (b) such use is pursuant to a written, binding agreement (the "**Contractor Agreement**") between Contractor and User that: (i) is at least as protective of AlayaCare's rights in the Materials and AlayaCare's Confidential Information as these Terms; (ii) contains Contractor's acknowledgement and agreement that AlayaCare is the exclusive owner of Materials, and AlayaCare's Confidential Information; (iii) designates AlayaCare as a third-party beneficiary thereof; and (iv) prohibits any further sub-contracting by Contractor and prohibits Contractor from authorizing or permitting any third party to access or use the Materials or AlayaCare's Confidential Information. User shall ensure that each Contractor fully complies with its Contractor Agreement, and User shall be liable to AlayaCare for any breach by Contractor thereof. Any such Contractor shall also be required to accept these Terms prior to accessing the Materials; notwithstanding such acceptance, User shall be responsible for any violations of these Terms by the Contractor.

2.5 Other Restrictions. User shall not: (a) except as expressly licensed herein, (i) use, copy, modify, create derivative works of, display, or distribute any portion of the Materials for any purpose; nor (ii) authorize or permit any third party to do any of the foregoing; (b) license or distribute any Application to any third party or authorize or permit any third party to do the same; (c) license or use any Application for any purpose other than User's own internal testing, including any production or commercial purpose (including but not limited to providing or licensing Your Application(s) to a Customer, whether for free or remunerated), or authorize or permit any third party to do the same; (d) permit any lien, security interest or other encumbrance to attach to the AlayaCare API or any portion thereof; (e) remove, alter, add, or obscure any intellectual property or other proprietary notice or other notice included in the Materials; (f) use any portion of the Materials to provide, or to assist in or further the provision of, any data processing, outsourcing, time sharing, or service bureau services, or any other services for the benefit of any third party; (g) use any portion of the AlayaCare API or any Application for any unlawful or illegal activity; (h) install or use any portion of the AlayaCare API on equipment located in, transmit or otherwise distribute any portion of the AlayaCare API, or access any portion of the AlayaCare API from any country other than those countries that are parties to the Berne Convention for the Protection of Literary and Artistic Works; (i) access or attempt to access any Associated AlayaCare Software or any data stored therein or thereby, or any API Data, including via HL7 or direct database access, except via the Web services calls made available in the AlayaCare API as described in the API Documentation; (j) use the Materials, any Application or any AlayaCare Confidential Information to benchmark or monitor the availability, performance or functionality of the AlayaCare API or any Associated AlayaCare Software; or (k) except as provided herein or otherwise agreed upon by the Parties, transfer User's API Key to a third party for the purposes described in this section 2.5 or otherwise.

2.6 Application Restrictions; Prohibited Competitive Uses. Except as provided for in any Order Form or Additional Agreement (as defined below), you shall not develop any Application that competes or provides similar functionality to any application or software (including but not limited to Associated AlayaCare Software) currently offered by AlayaCare, whether by AlayaCare directly or from any AlayaCare partner. Without limiting the foregoing, User shall not, and shall not authorize or permit any third party to, directly or indirectly use the Materials, or any API Data to design, develop, operate, market, or sell any software, service, or solution (including but not limited to any Application) that competes with, is a substitute for, or replicates a material portion of the AlayaCare platform or any AlayaCare feature, module, or functionality that AlayaCare makes available to its Customers, whether for free, a separate fee or as part of a paid subscription.

2.7 Data Restrictions. By accessing, using or downloading API Data You agree that You: (i) will not store, share, use, or re-use API Data except as required for use in Your Applications; (ii) shall not



transfer any API Data to any third party except as expressly provided in these Terms; and (iii) shall not use API Data to implement or train any Large Language Models, Agentic AI, or other Artificial Intelligence systems unless specifically authorized to so in writing by AlayaCare.

2.8 Exceptions to the Foregoing Restrictions in Additional Agreements. Notwithstanding anything in this section 2, You may be granted additional rights in other agreements between You and AlayaCare regarding the API, including but not limited to a “Developer App Commercialization Agreement” (“**Additional Agreements**”). In the event You have concluded an Additional Agreement with AlayaCare, some of the foregoing restrictions or other portions of these Terms may not apply to You, as further specified in the Additional Agreement.

3. AlayaCare Ownership and Other Rights

3.1 AlayaCare Ownership. The Materials are licensed, not sold, to User. User acknowledges and agrees that, as between the Parties, AlayaCare is the sole owner of all right, title, and interest in and to all Materials, the Associated AlayaCare Software and AlayaCare Confidential Information, including all Intellectual Property Rights therein and thereto. No rights or licenses are granted by AlayaCare other than those rights expressly granted in this Agreement, and AlayaCare reserves all rights not expressly granted. User shall immediately notify AlayaCare of any known unauthorized access or use of any portion of the Materials, AlayaCare’s Confidential Information or the Associated AlayaCare Software. User shall cooperate with AlayaCare’s reasonable efforts to protect its intellectual property and other rights in and to the Materials, AlayaCare’s Confidential Information and the Associated AlayaCare Software.

3.2 Feedback. AlayaCare shall own all right, title and interest in and to any suggestions, requests or recommendations for improvements or enhancement to the API or Associated AlayaCare Software, or other feedback that You may propose or make related to AlayaCare or its business or properties (collectively, “**Feedback**”). You hereby irrevocably assign all right, title and interest in and to the Feedback to AlayaCare and waive in favour of AlayaCare, its successors and assigns any and all moral rights that You have or may have in the Feedback. You agree to provide AlayaCare such assistance, as it may require, to document, perfect, and maintain AlayaCare’s rights to the Feedback.

3.3 Modification of Materials by AlayaCare. User acknowledges and agrees that (i) AlayaCare may modify the Materials at any time in its sole discretion, and (ii) future versions of the Materials may not permit the operation of, or otherwise be compatible with, any Application created hereunder.

3.4 Data Collection. User acknowledges and agrees that AlayaCare may collect and use for any purpose data arising from User’s use of the Materials, including usage statistics, unique identifiers, associated IP addresses, the API Key being used, version numbers of relevant software, and information on which tools and services as part of the API are being used by User and how such tools and services are being used. AlayaCare may also use such data to identify any violation of these Terms by You.

3.5 Limitations on API Volumes. AlayaCare reserves the right, at its sole discretion, to limit Your access to the API at any time, including to ensure the availability, stability, security and performance of the Associated AlayaCare Software and the API via rate volume limitations, throttling, limits on API calls, limits on the amount of API Data than can be accessed or extracted via the API, or any other technological or operational method for limiting volume as it relates to the API.

3.6 Remedies. AlayaCare reserves the right to suspend or block Your access to the API at its sole discretion immediately and without notice if you violate any provision of these Terms, in addition to the AlayaCare’s right to terminate these Terms under section 7.2 hereinbelow.



4. Fees and Payments

4.1 **Fees.** You may be charged “Fees” for access to and use of the API at AlayaCare’s sole discretion. Any such Fees shall be specified to You in advance and agreed upon by the Parties in a separate agreement, including but not limited to an Additional Agreement or Order Form. All payment terms and additional information regarding Fees shall be specified in the separate agreement.

5. Confidentiality and Other Information Restrictions

5.1 **Protected Health Information.** User represents and warrants that in their use of the API they shall protect, process, collect, use and disclose, solely in accordance with local applicable privacy and data protection laws, any electronic health records or other information which would be considered: (i) “Protected Health Information” or any similar descriptor (“**Resident Record Data**”) pursuant to the *Health Insurance Portability and Accountability Act of 1996* (“**HIPAA**” and any amendments or implementing regulations); (ii) Personal Health Information or other equivalent concept under any Canadian Federal or Provincial privacy law; or (iii) personal health information or other equivalent concept under any applicable privacy law, including but not limited to those in effect in Australia and New Zealand. For convenience, information regarding applicable privacy and data protection laws by User location is described in AlayaCare’s Privacy Policy (available at <https://alayacare.com/privacy-policy/>), as updated from time to time.

5.2 **Definition of Confidential Information.** “**Confidential Information**” means all confidential information disclosed by a Party to the other Party, whether orally or in writing, which is designated as confidential or which reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information of AlayaCare shall be deemed to include the Materials. Confidential Information does not include any information which: (i) is or becomes generally known to the public without breach of any obligation owed to either Party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to either Party; (iii) is received from a third party without breach of any obligation owed to either party; or (iv) was independently developed by the receiving party.

5.3 **Protection of Confidential Information.** The receiving party shall use the same degree of care to protect Confidential Information which it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and shall: (i) not use any Confidential Information for any purpose outside the scope of these Terms; and (ii) limit access to Confidential Information to those of its and its affiliates’ employees, contractors and agents who need such access for purposes consistent with these Terms. Unless legally compelled to do so, neither party shall disclose the other party’s Confidential Information to any third party (other than its affiliates, contractors, agents and their respective legal counsel) without the other Party’s prior written consent.

5.4 **Publicity.** User shall not issue any press release or otherwise publicize any matters relating to these Terms or the AlayaCare API or its relationship with AlayaCare under these Terms, or otherwise use any Trademark of AlayaCare without obtaining AlayaCare’s prior written consent.

6. Warranties, Disclaimers, Indemnification and Limitations of Liability

6.1 **User’s Warranties.** User warrants that it has validly entered into these Terms and has the legal power to do so.

6.2 **User’s Acknowledgments.** User understands, acknowledges and agrees that: (i) AlayaCare has made no representations or warranties that User’s use of the AlayaCare API or any other Materials will ensure User’s compliance with all applicable laws, rules, and regulations and that AlayaCare does not warrant compliance with such laws, rules, and regulations except as specifically



set out herein; (ii) User assumes all risks associated with its use of the Materials, specifically including in relation to the provision of health care and medical services and applicable laws, rules, and regulations; (iii) access to and use of the Materials are dependent on a number of factors beyond AlayaCare's control, including but not limited to, the operation of hardware and network services provided by third parties.

6.3 **AlayaCare's Warranties.** AlayaCare warrants that: (i) to AlayaCare's knowledge, there is no claim or proceeding, pending or threatened, alleging that the Materials or any of AlayaCare's software or equipment infringes or misappropriates the intellectual property rights of any third party; (ii) there is no outstanding litigation, arbitration, or other dispute to which AlayaCare is a party which, if decided unfavorably to AlayaCare, would reasonably be expected to have a material adverse effect on AlayaCare's ability to fulfill its obligations relating to the AlayaCare API; and (iii) the AlayaCare API and its supporting hardware are duly protected with "up-to-date" and commercially reasonable anti-virus and anti-intrusion security software to prevent bugs, viruses, interruptions, errors, theft, destruction, and corruption which would affect the AlayaCare API and the Materials. AlayaCare will use commercially reasonable efforts to achieve, in all material respects, the functionality described in the Documentation and, if AlayaCare is unable to achieve such functionality, User's sole and exclusive remedy shall be to terminate its use of the AlayaCare API.

6.4 **ALAYACARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** YOU HEREBY EXPRESSLY AGREE AND ACKNOWLEDGE THAT YOUR USE OF THE API IS AT YOUR SOLE RISK AND THAT ALAYACARE IS PROVIDING THE MATERIALS "AS IS". EXCEPT AS OTHERWISE PROVIDED FOR IN THESE TERMS, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALAYACARE, ALAYACARE'S AFFILIATES AND ALAYACARE'S THIRD-PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "**SUPPLIERS**") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE API IS 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 API. ALAYACARE DOES NOT WARRANT, GUARANTEE OR REPRESENT TO YOU THAT THE API WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE API WILL BE UNINTERRUPTED OR ERROR FREE OR THAT ANY API DEFECTS WILL BE CORRECTED.

6.5 **Indemnification by User.** User shall indemnify, defend and hold harmless AlayaCare and its affiliates and the suppliers contracted by AlayaCare to deliver all or part of the API ("**Indemnitees**") against any claims and all losses, costs, liabilities, damages and expenses (including attorney's fees) made or brought against an Indemnitee by a third party arising out of or in connection with (a) any use by User of the Materials or any AlayaCare Confidential information; (b) any breach by User of these Terms; and (c) any damage caused to any AlayaCare IT environment.

6.6 **Limitation of Liability.** AlayaCare shall not be responsible for: (i) any compromise, loss, delay, alteration, or interception of Customer's Data during the transmission of any data across computer networks or telecommunication facilities (including but not limited to the internet); or (ii) the reliability or performance of any connections, computer networks, or telecommunications facilities (including but not limited to the internet). TO THE EXTENT SUCH EXCLUSIONS ARE PERMITTED BY APPLICABLE LAW, ALAYACARE SHALL NOT BE LIABLE FOR, NOR SHALL THE MEASURE OF DAMAGES UNDER THESE TERMS INCLUDE, ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO USER'S USE OF THE MATERIALS OR THE ALAYACARE API. **IN NO EVENT SHALL ALAYACARE'S LIABILITY UNDER THESE TERMS OR RELATING TO THE MATERIALS OR THE ALAYACARE API EXCEED THE GREATER OF \$100 OR THE AMOUNT OF ANY FEES PAID BY USER.** THESE LIMITATIONS SHALL SURVIVE AND APPLY NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THE ALAYACARE API.



7. Term and Termination

7.1 **Term.** These Terms shall apply commencing on the date of acceptance by the User in accordance with the acceptance procedures at the top of these Terms (the “**Effective Date**”) and remain in effect for so long as User continues to access the API, or until terminated in accordance with this section 7 (the “**Term**”).

7.2 **Termination for Cause.** AlayaCare may terminate these Terms for cause immediately upon written notice to User of a material breach of any provision of these Terms, or if User becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

7.3 **Termination for Convenience by User.** User may terminate these Terms at any time by ceasing its use of the API.

7.4 **Termination for Convenience by AlayaCare.** AlayaCare may terminate these Terms and access to the AlayaCare API at any time by providing User with 15 days’ prior written notice or immediately upon written notice to User if AlayaCare determines, in its reasonable discretion, that User is a direct competitor of AlayaCare or any division of its business.

7.5 **Effect of Termination.** Upon termination, all rights and obligations of the parties will automatically terminate, and AlayaCare shall not have any liability for the cessation of access to the Materials. User shall return or destroy all materials and information relating to the API and certify that it has retained no Materials or Confidential Information, either in tangible or electronic form.

7.6 **Provisions Surviving Termination.** The provisions of these Terms which should by their very nature survive termination shall survive termination.

8. General Provisions

8.1 **Governing Law and Jurisdiction.** These Terms shall be governed by the Federal laws of Australia without regard to its conflicts of laws provisions. To resolve any legal dispute arising from these Terms, User agrees to the exclusive jurisdiction of the State of New South Wales.

8.2 **Entire Agreement.** These Terms, and if applicable any Order Form concluded further to section 4 above, constitute the complete agreement between the Parties and supersedes all prior or contemporaneous agreements or representations or warranties, written or oral, with respect to the API. In the case of conflict between any other agreement and these Terms, these terms shall prevail to the extent required to resolve the conflict unless the other agreement expressly states that it is intended to override specific provisions of these API Terms.

8.3 **Relationship of Parties.** These API Terms are an agreement between separate legal persons and neither Party is the agent or employee of the other for any purpose whatsoever. The Parties do not intend to create a partnership or joint venture between themselves. Neither Party shall have the right to bind the other to any agreement or to incur any obligation or liability on behalf of the other Party, except as provided for in these API Terms.

8.4 **Assignment.** User may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of AlayaCare, or as otherwise provided for in these Terms.

8.5 **Severability.** If any of the provisions contained in these Terms are found by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions contained herein shall not be in any way affected or impaired hereby.



8.6 **Waiver.** The failure of a Party to enforce any provision of these Terms shall not constitute a waiver of such provision or of the right of such Party to enforce such provision and every other provision.

8.7 **Counterparts.** In the event these Terms are signed by the Parties, these Terms may be executed in one or more counterparts, including by way of facsimile, pdf or electronic signature service such as DocuSign or other electronic means, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.