



This Addendum supplements the software and technology agreement executed by the parties governing the provision by AlayaCare of its electronic home care / home health platform provided to Customer (the “**Service Agreement**”) in connection with Customer’s subscription for AlayaCare’s FrontStream Payment Gateway module and the associated Services (the “**Payment Gateway**”). Capitalized terms not defined in this Addendum shall have the same meaning as in the Service Agreement.

The Payment Gateway includes the provision of payment processing services to Customer by Fast Transact Merchant Services, LLC, doing business as **FrontStream Payments**, which specifically includes the provision of software and functionality to Customer’s clients, patients, family members or authorized agents (“**End Users**”). Customer will be required to enter into certain agreements directly with FrontStream Payments with respect to the use of the Payment Gateway (the “**Merchant Agreements**”).

Terms of Use

FPG 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 Payment Gateway, 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.

FPG 2. Term of Addendum. The initial term of Customer’s subscription for the Payment Gateway shall be set out in applicable Customer Order Form. After such initial term, the subscription term shall be automatically renewed for subsequent twelve (12) month periods unless otherwise set out in the Order Form.

FPG 3. AlayaCare Warranty. AlayaCare represents and warrants that it has the right and authority to license, deploy, support, and maintain the Payment Gateway to and for the Customer and its End Users, subject to the terms and conditions of the Service Agreement and this Addendum and that the AlayaCare implementation of the Payment Gateway will facilitate Customer’s and FrontStream’s compliance with the data security and privacy protections in accordance with the terms of the Merchant Agreement.

FPG 4. Customer Acknowledgments. Customer understands, acknowledges, and agrees that:

- a. it shall be required to enter into agreements with FrontStream Payments, including but not limited to a Merchant Agreement which will include provisions with respect to the following:
 - i. the establishment of an operating account with a (specified) financial institution;
 - ii. the details of the fees payable by Customer to the financial institution in connection with payment transactions and the associated billing cycles;
 - iii. the grant of a security interest by Customer to the financial institution;
 - iv. rules with respect to certain prohibited transactions, including restrictions relating to the use of any information obtained by Customer in connection with End User payments;
 - v. compliance with applicable laws and regulations, including data security rules and rules in connection with both credit and debit payments, specifically including but not limited to those imposed by the Visa Cardholder Information Security Program and the MasterCard Site Data Protection Program; and
 - vi. certain exclusivity commitments to be made by Customer in favor of the financial institution;
- b. it shall be and remain responsible for the review, modification (if required) and approval of the Merchant Agreement, which shall be an agreement between the Customer, FrontStream Payments and the financial institution;



- c. it shall be and remain responsible for the review, modification (if required) and approval of any specific End User terms and conditions, if any, to be required of End Users in connection with their registration for and use of the functions provided by the Payment Gateway;
- d. it shall be and remain solely responsible for obtaining and maintaining all End User consents required by applicable law, including but not limited to i) those related to the sharing of financial information via the Payment Gateway, and ii) the processes associated with pre-authorized transactions;
- e. it shall be and remain fully liable and responsible for payments that it processes, either itself or using third parties, outside of the Payment Gateway provided by AlayaCare and FrontStream; and
- f. 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 in connection with their use of the Payment Gateway.

FPG 5. Limitations of Liability in Connection with the Payment Gateway. 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 ARISING FROM OR IN CONNECTION WITH THIS ADDENDUM OR THE PAYMENT GATEWAY. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE MSA, THE MAXIMUM LIABILITY OF ALAYACARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH THE PAYMENT GATEWAY 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.

FPG 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.