

## Pharmacy Partner Agreement

THIS AGREEMENT (THE “**PHARMACY PARTNER AGREEMENT**”, “**AGREEMENT**” OR “**PPA**”) IS MADE BETWEEN THE PHARMACY AND POINTCLICKCARE TECHNOLOGIES INC. DBA POINTCLICKCARE AND ITS AFFILIATED COMPANIES (COLLECTIVELY, “**POINTCLICKCARE**”) AND GOVERNS PHARMACY’S AND ITS AFFILIATED COMPANIES’ (COLLECTIVELY, “**PHARMACY**”) USE OF, AND ACCESS TO, THE PHARMACY OFFERINGS (AS DEFINED BELOW) AND ANY OTHER SERVICES DESCRIBED HEREIN.

BY (1) EXECUTING AN ORDER FORM THAT REFERENCES THIS PPA, (2) CLICKING A BOX INDICATING ACCEPTANCE, OR (3) USING THE PHARMACY OFFERINGS, PHARMACY IS ACCEPTING THIS PPA AND AGREEING TO THE TERMS OF THIS PPA. THE INDIVIDUAL ACCEPTING THIS PPA ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, REPRESENTS THAT THEY HAVE THE AUTHORITY TO BIND SUCH ENTITY AND ITS AFFILIATES TO THIS PPA. IF THE INDIVIDUAL ACCEPTING THIS PPA DOES NOT HAVE SUCH AUTHORITY, OR DOES NOT AGREE WITH THE TERMS AND CONDITIONS IN THE PPA, SUCH INDIVIDUAL MUST NOT ACCEPT THIS PPA AND MAY NOT USE THE PHARMACY OFFERINGS AND ANY OTHER SERVICES DESCRIBED HEREIN.

This Agreement was last updated on May 1, 2026. It is effective between Pharmacy and PointClickCare as of the date of Pharmacy accepting this Agreement (the “**Effective Date**”). By electronically accepting this Agreement, you acknowledge that you have read, understood, and agreed to be bound by its terms and conditions.

### Background and Purpose

PointClickCare is in the business of providing electronic health record software and other ancillary or related products. Pharmacy is in the business of providing pharmaceutical drug dispensing software to its facility customers in the health care industry (individually “*Facility*” and collectively “*Facilities*”) among other ancillary or related services.

PointClickCare provides its pharmacy partners the following pharmacy integration services (“**Pharmacy Offerings**”):

**A.** For PointClickCare’s facility customers who already use PointClickCare eMAR, PointClickCare provides IMM or Pharmacy Connect to pharmacies as an add-on:

- **PointClickCare Integrated Medication Management Solution (“IMM”):** an integrated solution designed to facilitate the interoperation between PointClickCare’s Medication Management System and pharmacy’s dispensing software, provided as a paid subscription service to PointClickCare’s facility customers who are also customers of Pharmacy pursuant to the terms of PointClickCare’s Master Subscription Agreement; or

- **PointClickCare Pharmacy Connect (“Pharmacy Connect”)**: an integrated solution consisting of a pharmacy workspace and a facility workspace in addition to pharmacy integration, provided as a paid subscription service to PointClickCare’s facility customers who are also customers of Pharmacy pursuant to the terms of PointClickCare’s Master Subscription Agreement.
- B.** For new PointClickCare facility customers or existing facility customers who do not use PointClickCare eMAR, PointClickCare offers QuickMAR or Med Management to pharmacies:
- **QuickMAR (“QuickMAR”)**: a medication management eMAR solution which consists of PointClickCare licensing the QuickMAR RX software to pharmacy (“QuickMAR Pharmacy”) and QuickMAR software to pharmacy’s customer with integration to the pharmacy (“QuickMAR Facility”), respectively, pursuant to end-user license agreements (“EULA”); or
  - **Medication Management (“Med Management”)**: a stand-alone package offered by PointClickCare which includes components needed to manage the full medication management life cycle, including Resident Management, Orders Management, eMAR, Weights and Vitals, Diagnoses, Progress Notes, Allergies, as well as pharmacy integration with IMM or Pharmacy Connect.

Pharmacy wishes to deploy one or more of the Pharmacy Offerings to provide services to its Facility customers and may combine the number of beds serviced by the Pharmacy Offerings towards Pharmacy’s total number of beds. For greater certainty, the total number of beds agreed to in an Order Form executed by Pharmacy shall be referred to as “**Contracted Beds**”. Pharmacy understands and agrees that Pharmacy’s provision of services to Facilities must be done in compliance with the Federal Anti-Kickback Statute (42 U.S. Code § 1320a–7b) and similar state laws, and that Pharmacy is wholly responsible for the same.

For clarity, the Pharmacy Offerings are distinct products with different functionalities, certification, onboarding, enablement and/or implementation requirements, as applicable. Certain sections of the Agreement, where so indicated, will only apply to a specific Pharmacy Offering and shall not bind a Pharmacy if Pharmacy has not subscribed to that Pharmacy Offering.

## Section 1 - Deployment of Pharmacy Offerings

### 1.1 Integrated Solutions

Depending on the specific Pharmacy Offering Pharmacy wishes to deploy, PointClickCare and Pharmacy will cooperate to complete any applicable certification of the pharmacy’s dispensing software, onboarding, enablement and/or implementation (as applicable) at Pharmacy and Facility.

### 1.2 Deployment of QuickMAR

The following are prerequisites to the onboarding and enablement associated with QuickMAR:

- QuickMAR Facility shall accept the terms of the QuickMAR Facility Agreement which PointClickCare will provide to Facility; and
- QuickMAR Pharmacy and QuickMAR Facility must download, install and accept the EULA.

### **1.3 Setup Fees**

Refer to the Order Form, as applicable.

## **Section 2 - Fees and Payment**

### **2.1 Minimum Pharmacy Commitment**

Refer to the Order Form, as applicable.

### **2.2 Monthly Fees**

Pharmacy shall remit monthly payments to PointClickCare for all fees specified in Order Forms and associated invoices, which shall be based on the greater of the Contracted Beds and the actual bed count in all Facilities serviced by Pharmacy for all Contracted Beds serviced by Pharmacy Offerings.

### **2.3 Changes to Bed Count**

Increases or decreases in bed count as reported to PointClickCare by a Facility will be reflected on the invoice in the next billing cycle following the month in which such increase or decrease took place. PointClickCare reserves the right to, no more than once annually, review Pharmacy's number of Contracted Beds based on Pharmacy's utilization of PointClickCare's Pharmacy Offerings across all Facilities serviced by Pharmacy. If, in PointClickCare's discretion, an increase is required to the number of Pharmacy's Contracted Beds, Pharmacy shall sign a new Order Form and any applicable amendment and shall commence paying the adjusted fees as calculated by PointClickCare in the next billing cycle following the month in which the adjustment took place.

### **2.4 Monthly Fees Start Date**

PointClickCare shall commence invoicing Pharmacy the monthly fee on the 1st of the month following the first integration point, unless otherwise stated in the Order Form.

### **2.5 Invoicing**

PointClickCare shall invoice Pharmacy in accordance with the relevant Order Form and the terms specified therein. Pharmacy agrees to make payment by automated clearing house or other form of electronic payment acceptable to PointClickCare. Pharmacy is responsible for providing complete and accurate billing and contact information and notifying PointClickCare of any changes to such information.

## 2.6 Payment Terms and Overdue Charges

Unless otherwise stated in the Order Form, invoiced charges are due within thirty (30) days from the invoice date. Pharmacy acknowledges that if Pharmacy is not timely paying its invoices, charges may become due immediately upon issuance of the invoice. PointClickCare may charge interest on overdue amounts at the rate set out in the relevant invoice. Pharmacy will be liable for any and all costs associated with the recovery of such payment, including court costs and reasonable attorney fees.

## 2.7 Fee Disputes

If Pharmacy reasonably and in good faith disputes any fees, Pharmacy must provide PointClickCare with written notice of such dispute within 90 days of the applicable invoice date, after which period Pharmacy's right of dispute expires. Pharmacy must cooperate diligently with PointClickCare to resolve the dispute and pay all undisputed fees when due. PointClickCare will not exercise its rights under Section 2.6 in connection with fees disputed pursuant to this Section 2.7.

## 2.8 Price Change Notification

The fees set out in the pricing table outlined in the Order Form shall be effective for one year after the Effective Date, following which PointClickCare may increase fees no more frequently than once annually upon sixty (60) days' notice to Pharmacy.

## 2.9 Professional Services

Pharmacy shall make available "for fee" consulting and professional and other services as set out in separate Order Forms and governed by PointClickCare's Professional Services Addendum attached to this Agreement as Schedule 1 ("**Professional Services**"). Pharmacy acknowledges that professional services fees are subject to PointClickCare's then-current standard service rates and may include reasonable out of pocket expenses, including travel, accommodation and other related expenses incurred in the performance of such Professional Services.

## 2.10 Termination by Pharmacy's Customer

**If no Credit Amount was outlined in an Order Form:** Pharmacy acknowledges and agrees that if all mutual integrations are disabled between Pharmacy and Facility, PointClickCare shall stop billing Pharmacy effective in the next billing cycle.

**If a Credit Amount was outlined in an Order Form:** Pharmacy acknowledges and agrees that if all mutual integrations are disabled between Pharmacy and Facility: (a) within the first six (6) months after PointClickCare's completion of implementation of the applicable Pharmacy Offering (including at a pilot facility), PointClickCare shall be entitled to recover from Pharmacy any Credit Amount outlined in an Order Form by continuing to bill Pharmacy for the period of time required to recover the Credit Amount; and (b) if six (6) months or more time has passed since Pharmacy's first facility went live, PointClickCare shall stop billing Pharmacy effective at the next billing cycle.

## 2.11 Taxes

The fees exclude federal and state or provincial sales, excise, use, goods and services, and value added or similar taxes. Pharmacy acknowledges that it shall be responsible for the payment of any such taxes as may be applicable, and as invoiced by PointClickCare.

## 2.12 Currency

All references to “dollars” or “\$” in this Agreement refer to United States dollars if the Pharmacy is located in the United States, and to Canadian dollars if the Pharmacy is located in Canada, which is the currency used for all purposes in this Agreement.

## Section 3 - Third-Party Products, Integrated Services and AI Features

### 3.1 Third-Party Providers

PointClickCare allows third-party vendors, service providers, software developers and information systems to provide their proprietary applications, websites and/or features via the PointClickCare EHR software platform and the Pharmacy Offerings, including health information exchanges, laboratories, and providers of other software tools (“**Integrated Services**”). PointClickCare offers Integrated Services by either: (i) licensing technology from a third party and embedding it within the PointClickCare EHR software platform and/or the Pharmacy Offerings (“**Embedded Technology**”); or (ii) establishing a connection with a third party’s software platform or information system and PointClickCare’s EHR software platform (a “**Connected Service**”). Both Embedded Technology and Connected Services are Integrated Services. PointClickCare reserves the right to modify, add, replace, or remove the Integrated Services at any time for any reason, and further reserves the right to pass through to the Pharmacy any increased charges imposed by a third party in connection with a Connected Service after the date hereof.

### 3.2 Additional Terms Related to Embedded Technology

Pharmacy consents to the use of Embedded Technology within the Pharmacy Offerings. In order to use certain Embedded Technology, Pharmacy may be required to agree to additional terms and conditions specific to that Embedded Technology. For greater certainty, the definition of “Pharmacy Offerings” in this Agreement includes “Embedded Technology”, provided that Pharmacy has agreed to any additional terms (i.e., an addendum to this Agreement) if required. If the functions of Embedded Technology require a third party to access data, PointClickCare may require the Embedded Technology provider to enter into a HIPAA business associate agreement with PointClickCare, if required by HIPAA.

### 3.3 Additional Terms Related to Connected Services

Pharmacy acknowledges that: (i) in order to use certain Connected Services, there may be additional applicable terms and conditions including those that may establish a direct contractual relationship between Pharmacy and a Connected Services provider; (ii) Pharmacy is responsible for

entering into its own agreement with a Connected Services provider, as applicable; and (iii) Uptime, availability and support of Connected Services are excluded from the SLA, but may be provided by a Connected Services provider. If subscribed for a Connected Service, Pharmacy agrees PointClickCare may allow the provider of such Connected Service to access Pharmacy's data as required for the interoperation of that Connected Service with the PointClickCare EHR software platform. Pharmacy acknowledges PointClickCare is not responsible for any disclosure, modification or deletion of Pharmacy's data resulting from access by a Connected Service or its provider.

### 3.4 Artificial Intelligence Features

Pharmacy acknowledges and agrees that the Pharmacy Offerings may include certain functionalities powered by artificial intelligence ("**AI Features**"). These AI Features are designed to provide automated outputs, analyses, and recommendations to assist Pharmacy and its users in their use of the Pharmacy Offerings, and have been designed in compliance with healthcare regulatory requirements, where applicable. Pharmacy acknowledges that AI-generated outputs are generated through probabilistic and algorithmic processes that may not account for all situational nuances, regulatory requirements, or specific contexts relevant to the Pharmacy's intended use. Pharmacy and its users expressly agree that they are responsible for independently reviewing, verifying, and assessing the appropriateness, accuracy, and completeness of any information, suggestions, or recommendations produced by the AI Features before reliance or implementation in Pharmacy's business processes. PointClickCare makes no representations or warranties as to the suitability or fitness of AI-generated outputs for any particular purpose and disclaims all liability for any outcomes resulting from Pharmacy or its users' reliance on AI Features.

### 3.5 Beta Services

From time to time PointClickCare may invite Pharmacy to access and use services not generally available ("**Beta Services**"). Pharmacy may accept or decline any such trial in Pharmacy's sole discretion. Beta Services shall be designated clearly as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. PointClickCare may discontinue Beta Services at any time in its sole discretion and may never make them generally available. PointClickCare shall have no liability for any harm or damage arising out of or in connection with a Beta Service, and PointClickCare makes no representation or warranties regarding the same.

### 3.6 Product Enhancements

PointClickCare may, in its sole discretion, modify, enhance, alter, and/or issue new versions of the Pharmacy Offerings and/or net new pharmacy products to provide pharmacy customers with improved functionalities, workflows and features (the "**New Product**"). Once any such New Product is commercially available, Pharmacy may subscribe for the use of such New Product by executing

an Order Form for the New Product at PointClickCare's then-current standard rates and any applicable product-specific addenda, if any.

## **Section 4 - Data Use and Ownership**

### **4.1 PointClickCare's Ownership of the Pharmacy Offerings**

Subject to the limited authorization granted to Pharmacy under this Agreement, PointClickCare reserves all rights, title and interest in and to the Pharmacy Offerings, including all related intellectual property rights to the underlying software, including any enhancements, modifications, updates, or improvements thereto. Pharmacy acknowledges and understands that Pharmacy is obtaining only a subscription to use the Pharmacy Offerings and that, irrespective of any use of terms such as "purchase" or "sale" hereunder or in any Order Form, no ownership rights are conveyed to Pharmacy Offerings under this Agreement.

### **4.2 Pharmacy Right to Use and Access the Pharmacy Offerings**

Subject to the terms and conditions of this Agreement, PointClickCare hereby authorizes Pharmacy to access and use, and permit users to access and use, the Pharmacy Offerings during the term of this Agreement, solely for Pharmacy's internal business purposes. This authorization is non-exclusive, revocable, and non-transferable (except under Section 14.4).

### **4.3 Pharmacy Data**

Pharmacy owns all data within its dispensing software ("**Dispensing Software Records**"). Notwithstanding the foregoing, Pharmacy acknowledges and agrees that any and all data residing within PointClickCare's EHR platform or applicable Pharmacy Offerings, even if such data was contributed to by Pharmacy including within Dispensing Software Records, constitutes the health record of the resident under care of the Facility, and as such, the data belongs to the Facility. Upon any termination of services between a Facility and Pharmacy, the Facility will continue to own the data residing within PointClickCare's EHR platform or applicable Pharmacy Offerings, and Pharmacy will no longer have access to such data other than through Pharmacy's Dispensing Software Records or archived records that Pharmacy may have retained outside of any service or platform provided by PointClickCare.

### **4.4 PointClickCare's Permitted Uses of Data**

Pharmacy acknowledges and agrees to the following permitted data uses:

**a. Provision of Services.** To the extent permitted by law, PointClickCare may use patient data or other data collected by PointClickCare with respect to Pharmacy's and its users' access to, and use of, the Pharmacy Offerings: (i) for the analysis, development, improvement and provision of the Pharmacy Offerings and other PointClickCare products and services; (ii) for recordkeeping, fee calculation, internal reporting, support and other internal business purposes; and (iii) to report the

number and type of transactions and other statistical information concerning the Pharmacy Offerings.

**b. De-Identification.** PointClickCare may de-identify Pharmacy data in accordance with applicable law and recognized industry standards for de-identification. “De-Identified Data” means Pharmacy data that has been de-identified in accordance with the requirements of all applicable laws, such that it does not identify an individual and there is no reasonable basis to believe it could be used to identify an individual.

**c. Use of De-Identified Data.** PointClickCare may use, process, store, transmit, combine, analyze, and disclose De-Identified Data for any lawful business purpose, including but not limited to: operating, maintaining, and improving the Services; developing, training, testing, and validating algorithms, machine learning models, and other artificial intelligence systems; creating analytics, benchmarks, and statistical insights; and conducting research and development, provided such use does not re-identify any individual.

#### **4.5 Compelled Disclosure and Patient Requests for Access**

PointClickCare is not responsible for fulfilling information requests, either at the request of a patient of Pharmacy or resident of the Facility (e.g., a HIPAA right of access request), or in response to a subpoena or other legally compelled discovery. Pharmacy is responsible for all information requests from a patient of Pharmacy. If PointClickCare receives a request for patient information, or a subpoena or other legally compelled discovery request, then: (a) PointClickCare will give Pharmacy notice of such request (if the request is one where PointClickCare can readily determine that Pharmacy’s patient information is being sought); and (b) afford Pharmacy the opportunity to object to such disclosure. Pharmacy will ensure that its attorneys use best efforts to avoid burdening PointClickCare with subpoena/discovery requests. Pharmacy is responsible for, and must pay within 30 days of receipt of invoice, any and all of PointClickCare’s attorney fees, costs, and expenses related to fulfilling, objecting to, complying with, or in any way dealing with the request. PointClickCare may disclose Pharmacy’s data if it is compelled by law to do so, provided that it gives Pharmacy prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at Pharmacy’s cost, if Pharmacy wishes to contest the disclosure.

### **Section 5 - Pharmacy Responsibilities and Prohibited Actions**

#### **5.1 Pharmacy Responsibilities**

Pharmacy is solely responsible for: (i) it and each of its users’ compliance with this Agreement and all applicable schedules and addenda; (ii) maintaining appropriate administrative, physical and technical safeguards for protecting the security, confidentiality, availability, privacy and integrity of all electronic data or information created, received, uploaded, posted, transmitted or stored through Pharmacy’s and its users’ use of a Pharmacy Offering, including patient data and text messages; (iii) managing its users’ identity and password combinations for use of, and access to, the

applicable Pharmacy Offering; (iv) it and each of its users' using the applicable Pharmacy Offering only in accordance with any documentation provided by PointClickCare and all applicable local, state or provincial, federal, and/or international laws, rules and government regulations; (v) legal compliance with the Federal Anti-Kickback Statute (42 U.S. Code § 1320a-7b) ("AKS") if it applies; (vi) billing and collecting for Pharmacy's services from payors; (vii) billing and collecting for services Pharmacy may be providing to Facilities; (viii) using commercially reasonable efforts to prevent password theft or loss, or unauthorized access to or use of the applicable Pharmacy Offering; (ix) notifying PointClickCare promptly of any password theft, security breach or other unauthorized access to, or use of, the Pharmacy Offerings; (x) establishing, implementing, and maintaining comprehensive and robust security and privacy policies, programs, and controls; (xi) procuring and maintaining the network connections that allow users to access and use the Pharmacy Offerings, including Secure Socket Layer protocol or other protocols accepted by PointClickCare; (xii) ensuring users follow login procedures that support such protocols; (xiii) reviewing user profiles/roles, user privileges, stale accounts, failed log-in attempts and other user usage reports on a periodic basis and communicating any changes to PointClickCare on a timely basis; (xiv) installing and configuring endpoint and network security, anti-virus software and network firewalls for systems that interface with PointClickCare's systems; (xv) informing PointClickCare of any changes to the individuals authorized to act as users; (xvi) taking any other actions to protect the confidentiality of patient data; (xvii) determining the accuracy of all data, including any auto-populated data or auto-checked fields, pop-ups, or the like, and verifying any data related to billing or coding; and (xviii) terminating any user's access to a Pharmacy Offering when a user ceases to perform work on behalf of Pharmacy or if a user breaches any term of this Agreement or of any policy of Pharmacy.

## 5.2 Prohibited Actions

Pharmacy shall not, and shall ensure users do not: (i) make the Pharmacy Offerings available to anyone other than users; (ii) sell, resell, lease or timeshare the Pharmacy Offerings, or assign or transfer the Pharmacy Offerings; (iii) use the Pharmacy Offerings to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any malicious code, illegal information or communications, or content that infringes intellectual property rights; (iv) interfere with, or disrupt the integrity or performance of, the Pharmacy Offerings or third-party data; (v) attempt to gain access to any entity's services, systems, networks, or related data that Pharmacy does not have a legal right to access; (vi) copy, duplicate, frame, or mirror any part of the Pharmacy Offerings, other than for Pharmacy's own internal business purposes; (vii) derive specifications from, modify, decompile, deconstruct, reverse engineer, translate, record, or create any derivative works based on the Pharmacy Offerings; (viii) access the Pharmacy Offerings if Pharmacy is a health information technology company or otherwise has a business interest in a health information technology service, product, or system in any way competitive with the Pharmacy Offerings; (ix) copy any features, functions, or graphics of the Pharmacy Offerings; (x) access the Pharmacy Offerings or allow any employee, contractor or agent to access the Pharmacy Offerings with any automated or

other process such as robotic process automation (RPA), screen scraping, robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data or for any benchmarking or competitive purpose; (xi) access the Pharmacy Offerings in such a way that adversely impacts the performance of the Pharmacy Offerings; or (xii) develop, deploy, install, or use any browser extensions, plug-ins, add-ons, toolbars, injected scripts, or similar software components in connection with accessing, interfacing with, extracting data from, or otherwise interacting with the Pharmacy Offerings. Notwithstanding the foregoing, this Section shall be interpreted in a manner consistent with the interoperability and accessibility requirements set forth in the 21st Century Cures Act, Sections 4001 to 4006, and its implementing regulations, as may be amended from time to time.

## **Section 6 - Confidentiality and Intellectual Property**

### **6.1 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 that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Confidential Information includes the terms and conditions of this Agreement, all Order Forms, and exhibits, schedules, or addenda related thereto, business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include any information that: (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.

### **6.2 Protection of Confidential Information**

The receiving party shall use the same degree of care to protect Confidential Information that 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 other than to exercise its rights to perform its obligations under this Agreement; and (ii) limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those set forth in this Agreement. Unless legally compelled to do so, neither party shall disclose the other party’s Confidential Information to any third party (other than its contractors, agents and their respective legal counsel) without the other party’s prior written consent.

### **6.3 Intellectual Property**

Each Party acknowledges and agrees that the other Party independently has developed its own proprietary software, hardware, systems and other intellectual property relating to the creation,

storing, using and sharing of healthcare information. Such intellectual property and the rights pertaining thereto, together with any enhancements or derivative works thereof shall remain the property of the owner of such intellectual property. Each Party agrees to sign any document(s) reasonably required to effect recording or protection of any such intellectual property of the other party.

## **Section 7 - Representations, Warranties and Disclaimers**

### **7.1 Representations and Warranties**

Each party represents and warrants to the other that: (i) it has the full authority to enter into this Agreement and perform its obligations; (ii) the execution and performance of this Agreement does not and will not knowingly conflict with or result in a breach of any other agreement to which it is a party; (iii) this Agreement and all documents incorporated herein have been duly executed and delivered by such party and constitute the valid and binding agreement of such party, enforceable against such party in accordance with their terms. Pharmacy represents and warrants that (a) its procurement of PointClickCare's services under this Agreement is neither contingent upon the delivery of any future functionality or features, nor dependent on any oral or written comments made by PointClickCare regarding any future functionality or feature; and (b) Pharmacy will ensure legal compliance related to all aspects of the Pharmacy's relationship with any Facility it services, including compliance with the AKS and similar state law provisions; and (c) Pharmacy will ensure legal compliance related to its billings to payors.

### **7.2 Pharmacy's Acknowledgments**

Pharmacy understands, acknowledges and agrees that: (i) Pharmacy assumes all risk associated with Pharmacy's use of a Pharmacy Offering in relation to the provision of health care and medical services and all applicable laws, rules, and regulations related thereto, including with respect to Pharmacy's relationship with any Facility it services; (ii) Pharmacy accepts all updates to the Pharmacy Offerings including tools, utilities, improvements, or general updates to improve and enhance the features and performance of a Pharmacy Offering; (iii) the Pharmacy Offerings are dependent on a number of factors beyond PointClickCare's control, including but not limited to, the operation of hardware and network services provided by third parties; (iv) PointClickCare is not a health care provider and does not provide medical advice; and (v) PointClickCare has made no representations or warranties that use of the Pharmacy Offerings will ensure Pharmacy's compliance with all applicable laws, rules and regulations.

### **7.3 PointClickCare's Disclaimer of Warranties**

POINTCLICKCARE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE PHARMACY OFFERINGS, WHICH PHARMACY AGREES AND EXPRESSLY ACKNOWLEDGES ARE BEING PROVIDED "AS IS" WHETHER EXPRESS, IMPLIED OR STATUTORY, ORAL OR IN WRITING, ARISING UNDER ANY LAW, INCLUDING WITH RESPECT TO VALIDITY, NON-

INTERRUPTION, ERROR-FREE OPERATION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, IN NO EVENT SHALL POINTCLICKCARE BE LIABLE TO PHARMACY, FACILITY OR ANY OTHER INDIVIDUAL OR ENTITY AFFILIATED WITH THE PHARMACY FOR ANY CLAIM, LOSS, OR DAMAGE ARISING OUT OF, RELATED TO, OR IN ANY WAY CONNECTED TO THE OPERATION OR AVAILABILITY OF THE PHARMACY OFFERINGS.

## Section 8 - Indemnification

### 8.1 Indemnification by PointClickCare

PointClickCare will defend Pharmacy, its officers, directors, employees, agents and affiliates (the “**Pharmacy Indemnitees**”) from and against any claims, demands, suits, actions, proceedings, or judgments (collectively, “**Claims**”) made or brought against Pharmacy Indemnitees by a third party alleging that Pharmacy’s use of a Pharmacy Offering as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party (the “**Infringement Claim**”). PointClickCare will indemnify Pharmacy Indemnitees against the resulting direct damages and reasonable attorneys’ fees finally awarded against Pharmacy by a court of competent jurisdiction or as a result of a court-approved settlement of an Infringement Claim, provided that Pharmacy must: (a) promptly give PointClickCare written notice of the Infringement Claim; (b) give PointClickCare sole control of the defense and settlement of the Infringement Claim (provided that PointClickCare may not settle any Infringement Claim unless the settlement unconditionally releases the Pharmacy Indemnitees of all liability); and (c) provide PointClickCare all reasonable assistance, at PointClickCare’s expense. In the event of an Infringement Claim, or if PointClickCare reasonably believes that the applicable Pharmacy Offering may infringe or misappropriate the rights of a third party, PointClickCare may in its discretion and at no cost to Pharmacy: (i) modify the applicable Pharmacy Offering so that it no longer infringes or misappropriates; (ii) obtain a license for Pharmacy’s continued use of the applicable Pharmacy Offering in accordance with this Agreement; or (iii) terminate this Agreement in accordance with its termination provisions.

### 8.2 Indemnification by Pharmacy

Pharmacy agrees to defend, indemnify and hold harmless PointClickCare, its officers, directors, employees, agents and affiliates (the “**PCC Indemnitees**”) from and against any Claims (including reasonable attorney’s fees) made or brought against PCC Indemnitees by third parties (including any end user) resulting from the acts or omissions of the Pharmacy and relating to: (a) any personal injury, tort, medical malpractice, or other acts; (b) errors, or omissions in the accuracy of any medical orders and prescriptions; (c) delivery of medical care or medical information; (d) Pharmacy’s relationship with any Facility it services, including AKS compliance related to the relationship; (e) violations of Pharmacy’s representations or warranties; (f) any issues related to Pharmacy’s billing for its services; or (g) Claims which otherwise arise out of, or are in any way connected with

Pharmacy's data, access to or use of a Pharmacy Offering, negligent or wrongful acts, or violation of applicable laws.

### **8.3 Indemnity Exclusions**

The indemnification obligation set forth in Section 8.1 does not apply to claims to the extent they arise from: (a) Pharmacy's use of a Pharmacy Offering in violation of this Agreement or applicable law; (b) Pharmacy's use of a Pharmacy Offering after PointClickCare notifies Pharmacy in writing to discontinue use because of an Infringement Claim; (c) modification to the Pharmacy Offering by Pharmacy or use of the Pharmacy Offering by Pharmacy in combination with any software, application or service not made or provided by PointClickCare; and (d) the gross negligence, fraud or willful misconduct of the Pharmacy Indemnitees. The indemnification obligations set forth in Section 8.2 do not apply to claims to the extent they arise from the gross negligence, fraud or willful misconduct of the PointClickCare Indemnitees.

## **Section 9 - Limitation of Liability**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, POINTCLICKCARE SHALL NOT BE LIABLE TO PHARMACY FOR ANY CLAIM, LOSS, DAMAGES, LIABILITY, OR EXPENSES THE PHARMACY MAY SUFFER OR INCUR AS A RESULT OF, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THE PHARMACY OFFERINGS. THE PHARMACY ALSO AGREES AND ACKNOWLEDGES THAT POINTCLICKCARE IS NOT LIABLE TO IT, AND HEREBY RELEASES AND WAIVES ALL CLAIMS, FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, AGGRAVATED OR EXEMPLARY DAMAGES, OR LOSS OF USE, DATA, FILES, BUSINESS, INCOME OR PROFITS, EVEN IF POINTCLICKCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIM, LOSS, DAMAGES, LIABILITY OR EXPENSES BY THE PHARMACY OR OTHERS. IN NO EVENT SHALL POINTCLICKCARE'S LIABILITY RELATED TO, ARISING OUT OF, OR IN ANY WAY CONNECTED TO THIS AGREEMENT, EXCEED THE TOTAL AMOUNT ACTUALLY RECEIVED BY POINTCLICKCARE UNDER THIS AGREEMENT IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE OF THE APPLICABLE CLAIM. NO CLAIM AGAINST POINTCLICKCARE OF ANY KIND, UNDER ANY CIRCUMSTANCES, WILL/MAY BE FILED MORE THAN ONE YEAR AFTER PHARMACY GAINS KNOWLEDGE OF, OR IN THE EXERCISE OF REASONABLE CARE COULD HAVE GAINED KNOWLEDGE OF, SUCH CLAIM OR AN ACT OR OMISSION OF POINTCLICKCARE THAT WOULD GIVE RISE TO SUCH CLAIM. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION INCLUDING BREACH OF CONTRACT, TORT LIABILITY AND NEGLIGENCE.

## **Section 10 - Term and Termination**

### **10.1 Term**

This Agreement shall commence on the Effective Date and shall remain in effect until terminated as permitted herein.

## 10.2 Termination for Cause

Either party may terminate this Agreement for cause: (i) upon 30 days' prior written notice to the other party of a material breach, if such breach remains uncured at the expiration of such notice period; (ii) if the other party violates applicable law; or (iii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation, or assignment for the benefit of creditors.

## 10.3 Termination for Convenience by Pharmacy

A Pharmacy may terminate its use of a Pharmacy Offering with respect to any Facility by: (a) giving not less than thirty (30) business days' notice to PointClickCare; and (b) advising the terminated Facility ("**Terminated Facility**") that it may: (i) continue to independently utilize a Pharmacy Offering or PointClickCare's Electronic Medication Administration Record (eMAR) as a standalone product by making payment for all applicable fees and completing any requisite documentation; or (ii) integrate with a different Pharmacy as approved by PointClickCare. Following Pharmacy's termination of a Facility, Pharmacy shall immediately cease providing services to the Terminated Facility and the residents at such Terminated Facility shall no longer be included in the Pharmacy's total bed count after the final full calendar month in which a Pharmacy Offering was provided to such Terminated Facility. Pharmacy acknowledges and agrees that failure by Pharmacy to notify PointClickCare of any Termination of a Facility shall not entitle Pharmacy to a retroactive refund and that Pharmacy shall continue to remit monthly payments to PointClickCare in the ordinary course.

## 10.4 Termination for Convenience by PointClickCare

PointClickCare may terminate the Agreement, or any Pharmacy Offering specified in an Order Form, at any time by providing Pharmacy with 90 days' prior written notice.

## 10.5 Provisions Surviving Termination

Section 2 (Fees and Payment), Section 5 (Data Ownership), Section 7 (Confidentiality), Section 7.3 (PointClickCare's Disclaimer of Warranties), Section 8 (Indemnification), Section 9 (Limitation of Liability), Section 10.5 (Provisions Surviving Termination), Section 12 (Notices), and Section 13 (General Provisions) shall survive the termination or expiration of this Agreement.

## Section 11 - Support and Service Level Agreement

PointClickCare will make PointClickCare help desk support available in accordance with PointClickCare's Service Levels and Support Addendum ("**SLA**") attached to this Agreement as Schedule 2.

## Section 12 - Notices

### 12.1 Notices to PointClickCare

Notice to PointClickCare shall be addressed to Attn: Legal Department, 5570 Explorer Drive, Mississauga, Ontario, Canada, L4W 0C4.

### 12.2 Notices to Pharmacy

Notice to Pharmacy shall be addressed to the relevant contact designated by Pharmacy on the signature page of this Agreement, or any Order Form, or as provided in the applicable Pharmacy Offering.

### 12.3 Manner of Giving Notice

Except as otherwise set forth herein, all notices under this Agreement will be deemed to have been duly given (a) when received, if personally delivered; (b) when sent, if by email if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours (with confirmation of transmission and provided email shall not be sufficient for notices of an indemnifiable claim); and (c) upon receipt, if sent by certified or registered mail or a nationally recognized service, with written proof of delivery.

### 12.4 Pharmacy Responsibility to Maintain Contact Information Current

Pharmacy shall be responsible for providing PointClickCare with accurate and up-to-date contact information for all critical personnel designated to receive notices, announcements, and other communications related to the Pharmacy Offerings under this Agreement. This includes, but is not limited to, email addresses, phone numbers, and mailing addresses. Pharmacy shall promptly notify PointClickCare in writing of any changes to such contact information to ensure uninterrupted communication. PointClickCare shall not be liable for any delays or failures in communication resulting from the Pharmacy's failure to provide current or accurate contact information.

### 12.5 Data Breach Notification

Pharmacy shall: (i) promptly and in no case later than forty-eight (48) hours after discovery notify PointClickCare of any confirmed unauthorized access to personal information, personal health information and any other Confidential Information that Pharmacy receives, stores, maintains, processes or otherwise accesses in connection with this Agreement or a Pharmacy Offering ("**Breach of Security**"); (ii) promptly furnish to PointClickCare appropriate details of such Breach of Security and assist PointClickCare in assessing the Breach of Security; (iii) reasonably cooperate with PointClickCare in any litigation and investigation of third parties reasonably deemed necessary by PointClickCare to protect PointClickCare's proprietary and other rights, including any of its downstream obligations to Facilities; (iv) use reasonable precautions to prevent a recurrence of a Breach of Security; and (v) take all reasonable and appropriate action to mitigate any potential harm

related to a Breach of Security, including any reasonable steps requested by PointClickCare for Pharmacy to implement.

## **Section 13 - General Provisions**

### **13.1 Governing Law and Jurisdiction (United States Pharmacies)**

The parties acknowledge and agree that this Agreement shall be governed by the State of Delaware and the federal laws of the United States of America without regard to its conflict of laws provisions. To resolve any legal dispute arising from this Agreement, each Party agrees to the exclusive jurisdiction of the State of Delaware.

### **13.2 Governing Law and Jurisdiction (Canadian Pharmacies)**

The parties acknowledge and agree that this Agreement shall be governed by the Province of Ontario and the federal laws of Canada without regard to its conflict of law provisions. To resolve any legal dispute arising from this Agreement, Pharmacy agrees to the exclusive jurisdiction of the Province of Ontario.

### **13.3 Entire Agreement, Waiver and Amendment**

This Agreement, including all Order Forms, exhibits, schedules and addenda attached or incorporated by reference, constitutes the entire agreement between Pharmacy and PointClickCare and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. To the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit, schedule, addendum or Order Form, the order of precedence shall be: (1) the applicable Order Form and any addenda thereto, (2) the applicable exhibit, schedule or addendum to this Agreement, and (3) this Agreement. No purported amendment or waiver of any right, term or condition of this Agreement will be valid unless in writing and signed by each party's authorized representative. In addition, PointClickCare reserves the right to modify the Pharmacy Offerings or the terms of this Agreement for any reason related to legal, regulatory, technical or operational necessities, upon no less than sixty (60) days' prior written notice to Pharmacy, provided that Pharmacy may terminate this Agreement without liability or obligation in accordance with Section 10.2 in the event Pharmacy does not consent to such modified Pharmacy Offerings or terms. Pharmacy's continued access to, or use of, the Pharmacy Offerings after such notice period constitutes acceptance of such changes.

### **13.4 Assignment**

Pharmacy shall not assign its rights or obligations under this Agreement, voluntarily, involuntarily, by operation of law or otherwise, without PointClickCare's prior written consent, not to be unreasonably withheld. Any attempt by Pharmacy to assign its rights or obligations under this Agreement in breach of this Section is void and of no effect. PointClickCare may assign this

Agreement or any of its rights or obligations hereunder. This Agreement is binding upon and enures to the benefit of the parties hereto and their respective permitted successors and assigns.

### **13.5 Force Majeure**

Except for Pharmacy's obligation to pay fees, neither party shall be liable for, and is excused from, any failure to perform or delay in the performance of its obligations under this Agreement due to causes beyond its control, including without limitation, interruptions of power or telecommunication services, failure of its suppliers or subcontractors, acts of nature, governmental actions, fire, flood, pandemics, natural disaster or labor disputes.

### **13.6 Independent Contractor**

PointClickCare's relationship with Pharmacy will be that of an independent contractor. PointClickCare reserves the right to use third parties (who are under a covenant of confidentiality with PointClickCare), including offshore subcontractors, to assist with the Pharmacy Offering, including the professional services, and including any data migration, configuration, implementation and code development processes.

### **13.7 No Construction Against Drafter**

Each party to this Agreement hereby acknowledges that it has been advised of its right to engage independent legal counsel of its own selection in connection with the review and execution of this Agreement. As such, no party hereto shall be considered to be the drafter of this Agreement or any paragraph or term hereof and no presumption shall apply to any party as the "drafter". Each party understands the advisability of seeking legal counsel and/or other professional advisors to review the Agreement, and has exercised its own judgment in this regard.

### **13.8 Severability**

If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law or invalid or unenforceable to any extent or in any context, the offending provision will be modified by the court and interpreted so as to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect and be severable and will not be affected by any such determination of invalidity.

### **13.9 Headings**

The heading of any Section or subsection contained in this Agreement is for convenience only and shall not be deemed a part of this Agreement or a representation as to the contents of the same.

## **Schedule 1 - Professional Services Addendum**

This Professional Services Addendum (“PS Addendum” or “PSA”) is an addendum to the Pharmacy Partner Agreement (the “PPA”) between PointClickCare Technologies Inc. (“PointClickCare”) and the Pharmacy identified in the PPA (“Pharmacy”) pursuant to which Pharmacy desires to procure, and PointClickCare desires to render, certain professional, educational, training, operational and/or technical services (collectively, “Professional Services”) in connection with the Pharmacy Offerings. Capitalized terms used but not defined in this PS Addendum will have the meaning set out in the PPA.

The terms and conditions of this PS Addendum are incorporated by reference into the PPA. In the event of conflict between this PS Addendum and the PPA, the terms and conditions of this PS Addendum shall prevail as it relates to Professional Services.

### **PS 1 - Scope of Services**

PointClickCare will provide Pharmacy with Professional Services as set forth in the applicable statements of work (each, a “Statement of Work” or “SOW”) or Order Forms executed by Pharmacy. Each Statement of Work will include, at a minimum: (i) a description of the Professional Services and any work product or other deliverables and/or training materials provided to Pharmacy (each, a “Deliverable”); (ii) the scope of Professional Services; and (iii) the applicable fees and payment terms for such Professional Services, if not elsewhere specified. All Statements of Work shall be deemed part of and subject to this PS Addendum.

### **PS 2 - Pharmacy’s Responsibilities**

a) PointClickCare’s ability to provide Professional Services requires the co-operation of Pharmacy in the form of the provision of timely responses to requests for information, and the prompt and timely performance by Pharmacy of its obligations as set out in the SOW. In the event that Pharmacy fails to perform any of its responsibilities outlined in an SOW in a timely manner, PointClickCare may be delayed in its fulfillment of its obligations and additional costs or expenses incurred by PointClickCare may be billed to Pharmacy.

b) Pharmacy agrees to appoint a representative who shall provide professional and prompt liaison with PointClickCare, have the necessary expertise and authority to commit Pharmacy, be available during business hours when requested by PointClickCare and meet with PointClickCare’s representatives at agreed regular intervals in order to review progress and resolve any issues.

c) Pharmacy shall provide management direction and decisions as reasonably requested by PointClickCare and make available for reference and use by PointClickCare such data, documentation, and other materials and information as are reasonably requested by PointClickCare to perform Professional Services.

### **PS 3 - Change Management Process**

If Pharmacy or PointClickCare requests a change in scope of Professional Services described in any Statement of Work, the party seeking the change shall propose the applicable changes by written notice. PointClickCare will prepare a change order describing the agreed changes to the SOW and the applicable change in fees and expenses, if any (each, a “Change Order”). Change Orders are not binding unless and until both parties execute them. Executed Change Orders shall be deemed part of and subject to this PS Addendum.

### **PS 4 - Project Materials**

**a) Deliverables.** PointClickCare shall own all rights, title and interest in and to the Deliverables (excluding any Pharmacy Property, as defined below), and related intellectual property rights. Subject to terms and conditions of the PPA and this PS Addendum, PointClickCare provides Pharmacy with a limited, non-exclusive, non-transferable license to use the Deliverables solely for Pharmacy’s internal operations in connection with its authorized use of the applicable Pharmacy Offerings.

**b) Tools.** Notwithstanding any other provision of this PS Addendum: (i) nothing shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise (“Tools”) used by PointClickCare to develop the Deliverables, and to the extent such Tools are delivered with or as part of the Deliverables, they are licensed, not assigned, to Pharmacy on the same terms as the Deliverables; and (ii) Deliverables shall not include the Tools.

**c) Pharmacy Property.** Pharmacy shall own all rights, title and interest in and to any Pharmacy Property. “Pharmacy Property” means any Pharmacy technology, Pharmacy-specific business processes, or deliverables that are specifically designated as Pharmacy-owned property in an SOW. Pharmacy grants PointClickCare the right to use Pharmacy Property solely for the purpose of providing Professional Services to Pharmacy.

### **PS 5 - Training Costs**

PointClickCare may provide additional on-site training for a fee (in the currency of the subscribing country), with a minimum commitment of two days, plus payment by Pharmacy of reasonable out of pocket expenses, including travel, accommodation and other related expenses incurred in the performance by PointClickCare of such on-site training. Total on-site training costs shall be determined based on estimates developed by PointClickCare’s personnel and approved by the Pharmacy.

### **PS 6 - Professional Services Warranty**

PointClickCare warrants that: (a) it and each of its employees, consultants and subcontractors, if any, that it uses to provide and perform Professional Services, has the necessary knowledge, skills, experience, qualifications, and resources to provide and perform the Professional Services in accordance with this SOW; and (b) the Professional Services will be performed for and delivered to

Pharmacy in a good, diligent, workmanlike manner in accordance with industry standards, laws and governmental regulations applicable to the performance of such services. PointClickCare's ability to successfully perform such services is dependent on Pharmacy's provision of timely information, access to resources, and participation. If, through no fault or delay of Pharmacy, the Professional Services do not conform to the foregoing warranty, and Pharmacy notifies PointClickCare within 60 days of PointClickCare's delivery of the Professional Services, Pharmacy may require PointClickCare to re-perform the non-conforming portions of the Professional Services.

### **PS 7 - Disclaimer**

THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR PHARMACY AND EXCLUSIVE OBLIGATIONS OF POINTCLICKCARE RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO PHARMACY PURSUANT TO THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THERE ARE NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, TITLE AND NON-INFRINGEMENT. EXCEPT AS PROVIDED HEREIN, THE PROFESSIONAL SERVICES AND DELIVERABLES PROVIDED TO PHARMACY ARE ON AN "AS IS" AND "AS AVAILABLE" BASIS.

### **PS 8 - 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 PHARMACY 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 A STATEMENT OF WORK. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE APPLICABLE STATEMENT OF WORK, THE MAXIMUM LIABILITY OF POINTCLICKCARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH ANY PROFESSIONAL SERVICES OR DELIVERABLES SHALL BE THE AMOUNT PAID BY PHARMACY FOR THE PROFESSIONAL SERVICES. NO CLAIM AGAINST POINTCLICKCARE OF ANY KIND UNDER ANY CIRCUMSTANCES WILL/MAY BE FILED MORE THAN ONE YEAR AFTER PHARMACY KNOWS OF, OR IN THE EXERCISE OF REASONABLE CARE COULD KNOW OF, SUCH CLAIM OR AN ACT OR OMISSION OF POINTCLICKCARE THAT WOULD GIVE RISE TO SUCH CLAIM.

### **PS 9 - Term**

This PS Addendum shall be effective as of the Effective Date of the PPA and shall continue in effect during the term of the PPA. Each SOW shall commence on the date it is last signed, and shall expire

upon completion of the project set forth in the applicable SOW, or as otherwise set forth in the applicable SOW.

**PS 10 - Non-Impediment**

Provided that PointClickCare does not use any Pharmacy Property except as permitted, nothing in this PS Addendum shall be construed as precluding or limiting in any way the right of PointClickCare to provide consulting, development, or other services of any kind to any individual or entity (including performing services or developing materials that are similar to and/or competitive with the Professional Services and/or related Deliverables).

**PS 11 - Entire Addendum**

This PS Addendum, together with the attached SOWs and exhibits that are incorporated by reference, and the PPA 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 PS Addendum and such exhibits. The parties expressly disclaim any reliance on any and all prior agreements, understandings, RFPs and/or responses thereto, verbal and/or written communications related to the Professional Services provided by PointClickCare.

## **Schedule 2 - Service Levels and Support Addendum**

This Service Levels and Support Addendum sets out PointClickCare's current service levels and customer support services. PointClickCare will use commercially reasonable efforts to comply with these service levels and may update/enhance the service levels from time to time on reasonable notice to Customer. For clarity, "**Customer**" in this Service Levels and Support Addendum means facility customers of PointClickCare in the health care industry and "**Users**" means individuals who are authorized by Customer to use and access the PointClickCare services, and who have been supplied user identifications and passwords by Customer in accordance with PointClickCare's reasonable security and user-credentialling requirements.

### **SLA 1 - Availability of the Services**

#### **SLA 1.1 Uptime**

PointClickCare will use commercially reasonable efforts to make the applicable EHR services web portal for Customers (the "**Application**") available 24 hours per day and 365 days per year, except in accordance with maintenance or other periods of unavailability set forth below. Customer may, subject to obtaining access to the internet, access the Application during not less than 99.6% of hours during each calendar year, excluding maintenance periods and other periods of unavailability as set forth in these Target Service Levels ("**Uptime**"). Should PointClickCare fail to make the Application available for the required Uptime, Customer's sole and exclusive remedy shall be to terminate the Agreement in accordance with the provisions thereof.

#### **SLA 1.2 Unavailability Due to Causes Beyond PointClickCare's Control**

Periods of unavailability due to causes beyond PointClickCare's reasonable control, including natural disasters, pandemics, war, riots, labor disputes, government lockdown, internet service provider failures, electricity provider failures, delays or denial of service attacks are excluded from Uptime.

#### **SLA 1.3 Downtime Maintenance Periods**

PointClickCare periodically adds, repairs and upgrades its network, hardware and applications and will use its best efforts to accomplish this without affecting Customer's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available. PointClickCare has also established periodic system maintenance windows. Any planned maintenance PointClickCare determines could affect Customer's access to the Application will be scheduled to take place between the hours of 2:00 AM and 5:00 AM (EST). During these system maintenance windows, PointClickCare may make the Application unavailable in order to perform maintenance. PointClickCare will advise Customer 24 hours in advance via email or via the Application prior to any scheduled downtime. PointClickCare may change its maintenance window upon prior notice to Customer.

## SLA 2 - Customer Support Services

Requests that cannot be immediately addressed by PointClickCare’s customer support will be escalated in accordance with PointClickCare’s internal escalation process. The “**Response Time Target**” (as noted below) is a targeted period of time during which PointClickCare will initially acknowledge a case. PointClickCare’s customer support services are from 8:00 a.m. to 8:00 p.m. Eastern Time, Monday to Friday, inclusive (the “**Primary Support Hours**”). PointClickCare may utilize offshore customer support representatives to supplement support services. PointClickCare’s Customer Support Portal is an online portal containing knowledge-based articles, help information, and release notes, and is conveniently available 24/7 and 365 days per year.

Severity Level	Description	Response Time Target
<b>S1 - Critical</b>	May include: (i) a condition preventing Users from accessing or using a critical core Service function; (ii) a condition preventing Users from meeting applicable statutory or regulatory requirements; (iii) a condition impacting resident safety; (iv) a severe performance issue; (v) a condition for which there is no feasible workaround.	1 hour 24/7
<b>S2 - Major</b>	May include: a condition (i) that is making production materially more difficult; (ii) that is costly for the Customer; (iii) for which a workaround is available, but not sustainable.	2 hours During Primary Support Hours
<b>S3 - Normal</b>	May include: a condition (i) where PointClickCare is performing in an unpredictable manner; (ii) that is producing incorrect results and not materially impacting production or business processes/schedules; (iii) for which a viable workaround is available.	6 hours During Primary Support Hours
<b>S4 - Minor</b>	May include: a condition (i) in PointClickCare that inconveniences the User; (ii) for which a workaround is available.	48 hours During Primary Support Hours

### SLA 2 Notes

For the purposes of this SLA 2, “condition” means a single inquiry or reproducible issue affecting the use of PointClickCare’s production environment.

To ensure appropriate protection of resident/patient data during the recreation and troubleshooting of reported issues, Customer must make all reasonable efforts to provide

PointClickCare with: information without referring to specific residents, unless Customer provides such information in a secure fashion (such as an encrypted email), using the PointClickCare Resident ID Number as the primary identifier if reference to a resident is necessary; clear steps to reproduce the condition; a clear description of the expected outcome; and the exact wording of any error message(s).

Customer Support commences after implementation has occurred and is contingent on the Customer and Users completing the applicable PointClickCare module training, and training applicable to third-party products and Integrated Services.

Customer acknowledges and understands that resetting User passwords, configuring authorizations and permissions, or the creation of specific User accounts must be performed by Customer's designated internal personnel. PointClickCare is prohibited from resetting User passwords.