The following are the terms of a legal agreement governing the use of and access to AlayaCare's API Developer Portal (the "***Developer Terms and Conditions"*** or "***these Terms***") between

_____ ("***Developer***")

and

Alaya Care Inc. and its affiliated companies (collectively, "***AlayaCare***").

BY CLICKING ON THE "I ACCEPT" BUTTON BELOW, YOU ARE AGREEING TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT ON BEHALF OF THE LEGAL ENTITY LISTED AND THAT YOU HAVE CORPORATE AUTHORITY TO DO SO. IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OR IF YOU DO NOT HAVE AUTHORITY TO BIND THE ENTITY ON WHOSE BEHALF YOU ARE ACTING (I) YOU SHOULD CLICK THE "I DO NOT ACCEPT" BUTTON TO LEAVE THIS PAGE AND (II) YOU MAY NOT ACCESS, INSTALL OR USE THE MATERIALS PROVIDED AT THE DEVELOPER PORTAL.

1.   ***Defined Terms.*** *As used in these Terms, the following capitalized terms will have the following meanings:*

   1.1 ***"API Documentation"*** *means*

   1.2 ***"Materials"*** *means*

   1.3 ***"AlayaCare Software"*** *means*

   1.4 ***"Sample Code"*** *means*

2.   ***Licenses, Usage and Restrictions***

2.1   Subject to Developer's compliance with the restrictions set forth in this Section 2, AlayaCare hereby grants to Developer a limited, nonexclusive, non-sublicensable, non-transferable, royalty-free license during the Term to use and copy the API Documentation and to modify the Sample Code as necessary to create and test Developer Apps and to demonstrate Developer Apps to potential customers.

2.2   Developer 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 Developer App created hereunder.

2.3   Developer 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, except to the extent that such activity is expressly permitted by applicable law (despite a contractual prohibition on such activity), in which case Developer shall give AlayaCare a detailed, written notice at least 30 days prior to engaging in such activity that describes the nature and extent of the contemplated activity.

2.4   **Developer Contractors**. Developer may use third-party independent contractors ("***Contractors***") to create Developer Apps in accordance herewith, provided that (a) Developer 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 (b) such use is pursuant to a written, binding agreement (the "***Contractor Agreement***") between Contractor and Developer that (i) is at least as protective of AlayaCare's rights in the Materials and AlayaCare's Confidential Information as this Agreement; (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. Developer shall ensure that each Contractor fully complies with its Contractor Agreement, and Developer shall be liable to AlayaCare for any breach by Contractor thereof.

2.5   **Other Restrictions**. Developer shall not: (a) except as expressly licensed herein, (i) use, copy, modify, create derivative works of, display, or distribute any portion of the Materials or the AlayaCare API for any purpose; nor (ii)

authorize or permit any third party to do any of the foregoing; (b) license or distribute any Developer App to any third party or authorize or permit any third party to do the same; (c) license or use any Developer App for any purpose other than Developer's own internal testing, including any production purpose, 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 or the AlayaCare API; (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 Developer App for any unlawful or illegal activity; (i) 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; (j) access or attempt to access any AlayaCare Software or any data stored therein or thereby, including via HL7 or direct database access, except via the Web services calls made available in the AlayaCare API as described in the SDK Documentation; or (k) use the Materials or the AlayaCare API, any Developer App or any AlayaCare Confidential Information to benchmark or monitor the availability, performance or functionality of the AlayaCare API or any associated AlayaCare Software.

2.6 **AlayaCare Ownership.** The Materials and the AlayaCare API are licensed, not sold, to Developer. Developer acknowledges and agrees that, as between the Parties, AlayaCare is the sole owner of all right, title, and interest in and to the AlayaCare API and 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. Developer shall immediately notify AlayaCare of any known unauthorized access or use of any portion of the Materials and the AlayaCare API, AlayaCare's Confidential Information or the Associated AlayaCare Software. Developer shall cooperate with AlayaCare's reasonable efforts to protect its intellectual property and other rights in and to the Materials and the AlayaCare API, AlayaCare's Confidential Information and the Associated AlayaCare Software. AlayaCare shall have, and Developer hereby grants to AlayaCare, a nonexclusive, worldwide, irrevocable, perpetual, royalty-free, transferable and sublicensable license to use in any manner and for any purpose any feedback, suggestions, recommendations, or information provided by Developer related to the Materials and the AlayaCare API, AlayaCare Confidential Information or the Associated AlayaCare Software.

3.   Developer's Use of the Materials and the AlayaCare API

3.1 **Developer's Responsibilities.**

3.2 **Prohibited Actions.**

3.3 **Data Collection**. Developer acknowledges and agrees that AlayaCare may collect and use for any purpose data arising from Developer's use of the Materials and the AlayaCare API, including usage statistics, unique identifiers, associated IP addresses, version numbers of relevant software, and information on which tools and services as part of the AlayaCare Developer Programs are being used by Developer and how such tools and services are being used.

4.   Fees and Payments

4.1 **Fees**.

5.   Confidentiality

5.1 **Protected Health Information.** Developer shall not submit or make available to AlayaCare any electronic health records or other information which would be considered "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), any more restrictive state law or any similar Canadian provincial law.

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**. Developer shall not issue any press release or otherwise publicize any matters relating to the 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 and Limitations of Liability*

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

6.2   **Developer's Acknowledgments.** Developer understands, acknowledges and agrees that: (i) AlayaCare has made no representations or warranties that Developer's use of the AlayaCare API or any Materials will ensure Developer'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) Developer assumes all risks associated with its use of the AlayaCare API and any 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 AlayaCare API and any 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 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 software Platform 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 any documentation AlayaCare may provide and, if AlayaCare is unable to achieve such functionality, Developer's sole and exclusive remedy shall be to terminate its use of the AlayaCare API and the Materials.

6.4   **ALAYACARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** THE MATERIALS AND THE ALAYACARE DEVELOPER API ARE PROVIDED "AS IS" AND 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 SERVICES ARE 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 SERVICES.

6.5   **Indemnification by Developer.** Developer shall indemnify, defend and hold harmless AlayaCare and its affiliates and the suppliers contracted by AlayaCare to deliver all or part of the Services ("***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 Developer of the Materials or the AlayaCare API or any AlayaCare Confidential information; (b) any breach by Developer 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 DEVELOPER'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 $1,000.** THESE LIMTIATIONS 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 signed by the parties below it (the "***Effective Date***") remain in effect for so long as Developer continues to access the Developer Portal or related materials.

7.2   **Termination for Cause.** Either party may terminate these Terms for cause immediately upon written notice to the other party of a material breach or 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.

7.3   **Termination for Convenience by Developer.** Developer may terminate the MSA at any time by providing 30 days' prior written notice by email addressed to xxxxx@AlayaCare.com.'

7.4   **Termination for Convenience by AlayaCare.** AlayaCare may terminate these Terms and access to the AlayaCare API at any time by providing Developer with 15 days' prior written notice or immediately upon written notice to Developer if AlayaCare determines, in its reasonable discretion, that Developer 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 except for those set forth in this section, and AlayaCare shall not have any liability for the cessation of access to the Materials. Developer shall return all materials and information relating to the AlayaCare API program and certify that it has retained no confidential information, either in tangible or electronic form.

7.6   **Provisions Surviving Termination**.

8.   Notices

8.1   **Notices to AlayaCare.** Developer is contracting with Alaya Care Inc. d/b/a AlayaCare, a corporation existing under the laws of the Province of Quebec, having its principal headquarters at [xxx].

8.2   **Notices to Developer.** Notices to Developer shall be addressed to the relevant contact designated by Developer on the Acceptance Page of these Terms.

9.   General Provisions

9.1   **Governing Law and Jurisdiction [For United States Developers Only].** These Terms shall be governed by the State of Delaware and the federal laws of the United States of America without regard to its conflicts of laws provisions. To resolve any legal dispute arising from these Terms, Developer agrees to the exclusive jurisdiction of the

State of Delaware.

9.2 **Governing Law and Jurisdiction [For Canadian Developers Only].** These Terms shall be governed by the Province of Ontario and the federal laws of Canada without regard to its conflicts of laws provisions. To resolve any legal dispute arising from these Terms, Developer agrees to the exclusive jurisdiction of the Province of Ontario.

9.3 **Conduct of Business and Anti-Corruption.** AlayaCare maintains a Code of Business Conduct and Ethics (the "**Code**") applicable to all officers, directors and employees (both permanent and contract) which it will share with Developer. Developer shall require its representatives to conduct business in a manner consistent with the Code or Developer's own similar standards and use reasonable efforts to notify AlayaCare if Developer becomes aware of any conduct of business by its representatives inconsistent with same. Developer confirms that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of AlayaCare's employees or agents in connection with the AlayaCare Developer Program or these Terms, except for any reasonable gifts and entertainment provided in the ordinary course of business.

9.4 **Entire Agreement**.

9.5 **Assignment.** Developer may not assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of AlayaCare.

9.6 **Counterparts.** These Terms may be executed in one or more counterparts, including by way of facsimile, pdf 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.

[Signature Page follows]

Developer's signatory below represents that they are entering into these Terms on behalf of Developer and that they have the authority to bind Developer.

ALAYA CARE INC.:   **DEVELOPER:**

By:_____   By: _____

Name:_____   Name:_____

Title:_____   Title:_____

Date:_____   Date:_____

Schedule

Access to the Developer Portal, which will provide Developers with:

o   Access to Documentation
o   Access to Sample Code
o   Access to Developer Forums (communicate with PCC and
o   An understanding of the design of portions of the AlayaCare platform

Sandbox access approval requirements: