

This Integration Services Partner Agreement (this “ISP Agreement” or this “Agreement”) is entered into as of **DATE** (the “Effective Date”) by and between **Alaya Care Inc. dba AlayaCare**, a Canadian corporation with offices located at 151 Yonge Street, Toronto, Ontario Canada (“AlayaCare”), and **PARTNER**, a **Canadian/American** corporation with its principal office located at **ADDRESS** (“Partner” or “**PARTNER NAME**”). This Agreement outlines the terms and conditions pursuant to which AlayaCare and Partner will collaborate in the provisions of their respective products and services to current and prospective customers.

Section 1. PARTNER INTEGRATION SERVICES

1.1 Integrated Services. AlayaCare and Partner shall cooperate in the design, development, implementation and deployment of an Integrated Solution. In this Agreement and the relationship of the parties, **Integrated Solution** refers generally to the commercial offering by which the AlayaCare platform and Partner Product interoperate with each other for their respective customers. The details of this interoperability, including the technical methods by which information and data are shared, is set out in more detail in **Schedule A**. The goal of the parties is that their respective products will each be subscribed to by home care / home health agencies, broadly referred to this Agreement as **End Customers** unless agreed upon as referenced in 2.1.

1.2 Integrated Services Validation. Partner is responsible for developing documentation outlining the technical design, configuration and integration workflows of the Integrated Services. Both parties agree to cooperate to ensure test case validity and the quality, performance, and functionality of the categories of Integrated Service solutions (based on agreed-upon parameters).

1.3 Training and Onboarding Services. Partner is responsible for determining the requirements for any specific implementation, training and/or onboarding materials required for the Integration Services. The parties will work in cooperation to develop the materials required in order to ensure that Integration Services are properly documented for customers and that contain sufficient information regarding their respective products and services.

1.4 Infrastructure & Hosting. Unless otherwise set out in **Schedule A**, each party shall be solely responsible for any required hosting, maintenance and support of their respective products and services and all associated infrastructure requirements.

1.5 Maintenance and Support Services for the Integrated Solution.

- a) Except as set out in paragraph b) below, all End Customer support requests directly related to the use and operation of the Integrated Services or the Partner Product will be directed to Partner and all remediation activities, updates, upgrades and customer communication shall be the responsibility of Partner.
- b) When an issue specifically relates to the operation of the AlayaCare platform elements of the Integrated Solution, the parties shall work cooperatively to resolve, as set out in **Schedule A**. Partner shall review and consider the terms of AlayaCare’s standard service level agreement (SLA) set out at <http://www.alayacare.com/sla>, acknowledging that SLA alignment is preferred and that End Customer expectations will be that service levels will meet or exceed those set out in the AlayaCare SLA.

Section 2. COMMERCIAL TERMS

2.1 Partner Responsibilities – Partner Sells. Partner shall be responsible for all aspects of the commercial sale of the Partner Integration Services to End Customers, including pricing, contracting, billing and collection. Partner acknowledges that AlayaCare may charge its End Customers for access to third party products via AlayaCare’s APIs (or other external integration product), the details of which AlayaCare reserves the right to manage and change in its sole discretion.

or Partner Responsibilities – AlayaCare Sells. Partner grants AlayaCare the right to carry out the commercial sale of the Partner Integrated Services to End Customers, including the right to perform sales and marketing activities using materials supplied by Partner, to set End Customer pricing with input from Partner, to contract directly with End Customers (either using AlayaCare’s standard agreement or incorporating specific contractual terms to be provided by Partner), and to carry out billing and collection activities.

2.2 Commercial Terms and Fees – Partner Sells. *Schedule A* sets out the details of the commercial arrangement between the parties with respect to sales of the Partner Integration Services. **Unless otherwise set out in *Schedule A*, the commercial arrangement will comprise the payment by Partner to AlayaCare of ongoing fees calculated as a percentage of the gross revenue earned by Partner from its sales of the Partner Integrated Services connected to the AlayaCare platform via the Integrated Solution. (DELETE IF NOT REV SHARE)**

or Commercial Terms and Fees – AlayaCare Sells. *Schedule A* sets out the details of the commercial arrangement between the parties with respect to sales by AlayaCare of the Partner Integrated Services as connected to the AlayaCare platform via the Integrated Solution. Unless otherwise set out in *Schedule A*, the commercial arrangement will comprise the payment by AlayaCare to Partner of ongoing fees calculated as a percentage of the gross revenue earned by AlayaCare from its sales of the Partner Integrated Services.

2.3 No other fees. Other than as set out in this Section, neither party shall be liable to the other party for any other fees or payments, including reimbursements of expenses earned by each party in connection with the activities set out in this Agreement.

Section 3. MARKETING AND DISTRIBUTION

3.1 Marketing and Distribution. Each party will use its commercially reasonable efforts to promote the sale of the the other party’s products and services. Each party agrees to conduct business in a manner that reflects favourably on the other party’s products and to avoid deceptive, misleading or unethical practices. Other than as set out in this Agreement or its Schedules, neither party makes any promises to the other regarding minimum sales or revenue commitments, and in all cases End Customers shall be free to make all decisions with respect to the purchase of each party’s products and services.

3.2 Marketing Guidelines. The parties will cooperate to ensure that each complies with the other’s trademark, logo and other marketing usage guidelines. Subject to applicable laws and regulations, the parties shall mutually agree on the form, content, and timing of any marketing, publicity, promotional communications or securities exchange market announcements.

3.3 Non-Exclusivity. Each of AlayaCare and Partner acknowledges that the other party shall not be restricted from entering into integration agreements or other similar partner agreements with any third party, including parties which may provide products and services that are or may be considered to be competitive with a party, provided that in all cases each party shall remain fully in compliance with the confidentiality requirements set forth in Section 4.

3.4 Limitation. Partner will not refer customers using the AlayaCare software applications to any competitive solutions and/or products while this Agreement is effective and for one (1) year following its termination. AlayaCare will not refer customers using the Partner Integrated Services or software applications to any competitive solutions and/or products while this Agreement is effective and for one (1) year following its termination.

Section 4. CONFIDENTIALITY, DATA PROTECTION AND INTELLECTUAL PROPERTY

4.1 Confidentiality. All exchanges between the parties shall be governed by the non-disclosure agreement between the parties dated **DATE**; except that the definition of "Purpose", as applied to this Agreement, will be deemed to mean the use and evaluation of Confidential Information in connection with the implementation and operation of the Integrated Solution of the AlayaCare platform and Partner Integrated Services.

4.2 Data Protection Laws. Each party shall at all times comply with all data protection and privacy laws and regulations in all jurisdictions that are applicable to their respective processing of data exchanged by the Integrated Solution. The parties acknowledge and agree that they will be required to cooperate in connection with their respective implementation of security measures reasonably adequate to preserve the confidentiality, security and privacy of Customer Data. "**Customer Data**" means all data and information provided by or on behalf of End Customer to AlayaCare or Partner under this Agreement. If the parties determine that the Integration Solution requires the provision by one party to the other of End Customer Data that comprises personal (or protected) health information ("**PHI**") under applicable law, then the parties agree to enter into such legal agreements or directives to ensure compliance with privacy laws in the relevant jurisdiction governing the processing, use, disclosure and security of such PHI. In the event that a party fails to comply with the other party's reasonable security and privacy requirements, then such other party shall be entitled to suspend performance under this Agreement until such security or privacy issue is resolved to such party's satisfaction.

4.3 Intellectual Property. For the purposes of this Agreement, "**Intellectual Property**" will mean statutory and other proprietary rights in respect of copyright and neighboring rights; all rights in relation to inventions, patents, registered and unregistered trademarks, registered and unregistered designs, circuit layouts and associated confidential information (and includes any development, modification, enhancement, adaptation or improvement to such Intellectual Property). AlayaCare acknowledges and agrees that the Partner owns all Intellectual Property in the Partner Product. Partner acknowledges and agrees that AlayaCare owns all Intellectual Property in the AlayaCare platform. Subject to the terms and conditions of this Agreement, AlayaCare hereby grants to Partner a limited, non-exclusive, non-transferable (other than as expressly permitted by Section 7.4 below) license to use (i) the AlayaCare APIs or other external integration products for the sole purpose of receiving the Customer Data, and providing Partner's services to End Customers through the Integrated Solution, and (ii) the Customer Data solely internally and only for the benefit of the End Customer to which it pertains. Subject to the terms and conditions of this Agreement, Partner hereby grants to AlayaCare a limited, non-exclusive, non-transferable (other than as expressly permitted by Section 7.4 below) license to use the Partner Integrated Services solely internally and only for the benefit of the End Customer to which it pertains. Each party covenants not to copy or otherwise reproduce, modify, adapt, reverse engineer, decompile, disassemble, delete, or create any derivative work or product based on or similar to the other party's product.

4.4 Representations and Warranties. Each party represents and warrants to the other party that it owns its respective solutions and/or products and Intellectual Property and to its knowledge its solutions and Intellectual Property do not infringe the Intellectual Property rights of any third Party.

Section 5. LIABILITY

5.1 Indemnification. Each party, its officers, employees, successors and assigns (the "Indemnifying Party") agrees to indemnify and hold harmless the other party (and its related parties) (the "Indemnified Party") from any and all claims for liability, loss, costs, causes of action, expenses and damages (collectively, "Claims") (including, but not limited to, reasonable legal fees incurred) by a third party of whatever nature or kind to the extent caused by such third party's access to and use of other party's products.

5.2 Disclaimer of Warranties. The parties' respective solutions and/or products are provided "as is" and each party disclaims all warranties, whether express or implied, in respect its solutions and/or products. Neither party will be liable in any way for the other's solutions and/or products.

5.3 Limitation of Liability. Except for claims to which the provisions of Section 4 apply or arising from a party's willful misconduct, a party's liability for damages to the other party for any cause whatsoever arising under or related to this Agreement regardless of the form of action, whether in contract or tort, including negligence, shall not exceed the total fees actually received by either party pursuant to this Agreement. Each party agrees and acknowledges that the other party is not liable to it, and hereby releases and waives all such claims for incidental, indirect, special, consequential, punitive, aggravated, or exemplary damages, or loss of use, data, files, business, income, or profits.

Section 6. TERM AND TERMINATION

6.1 Term. This Agreement shall be effective for a term commencing on the Effective Date and continuing for a period of one (1) year (the "**Initial Term**"). After the Initial Term, this Agreement shall automatically renew for successive one (1) year periods unless sooner terminated in accordance with this Section 6.2.

6.2 Termination. Either party may terminate this Agreement without cause or penalty at any time by giving the other party written notice three (3) months in advance of the desired effective date of termination.

6.3 Effect of Termination. Upon termination of this Agreement for any reason: (i) the Parties shall continue to provide and support the Integrated Solution for a period of one (1) year from the effective date of termination (the "**Transition Period**") in order to provide customers an opportunity to transition to another solution; and (ii) each party shall return to the other or destroy, as applicable, all respective Confidential Information and Intellectual Property of the other party.

Section 7. GENERAL

7.1 Entire Agreement. This Agreement (including all attachments and Schedules) represents the complete and entire agreement of the parties and supersedes all prior discussions, communications, negotiations, representations, and agreements between the parties with respect to the subject matter, terms, and provisions in this Agreement.

7.2 Independent Contractors. The parties are independent contractors and nothing contained in this Agreement or in the relationship between AlayaCare and Partner shall be deemed to constitute a partnership, joint venture, or any other similar relationship among them. Neither party has the authority to bind the other to any contract or representation.

7.3 Subcontracting. If either party wishes to subcontract its right or obligations pursuant to this Agreement, such party shall require its subcontractor to agree to terms and conditions no less onerous than those set forth in this Agreement. The subcontracting party shall indemnify the other party for any claim asserted as a result of any actions by its subcontractor.

7.4 Non-Assignment. Neither party may assign its obligations pursuant to this Agreement to any other party, except in connection with the sale of all or substantially all of its assets, business or stock or to a wholly owned subsidiary or in connection with an internal corporate reorganization. Notwithstanding the foregoing, in no event shall either party be permitted to assign this Agreement to a direct competitor of the other party, and any such assignment shall be null and void. Upon notice of a transaction that would violate the terms of this Section, the non-assigning party shall be entitled to terminate this Agreement.

7.5 Notices. All notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the tenth business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by email (provided email shall not be sufficient for notice of an indemnifiable claim).

7.6 Anti-Corruption. Each party covenants that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of the other party's employees or agents in connection with this Agreement, except for any reasonable gifts and entertainment provided in the ordinary course of business.

7.7 Governing Law. This Agreement shall be governed by and interpreted in accordance with the Federal laws of Canada, without regards to rules of private international law or the conflicts of laws that would lead to the application of any other laws. To resolve any legal dispute arising from this Agreement, Partner agrees to the exclusive jurisdiction of the province of Ontario.

The parties have agreed to the terms of this Agreement as of the Effective Date.

ALAYA CARE INC.

PARTNER NAME

Per: _____

Name: Neil Grunberg

Date:

Title: VP Corporate Development & Strategy

I have the authority to bind the corporation.

Per: _____

Name:

Date:

Title:

I have the authority to bind the corporation.

SCHEDULE A PARTNER AND INTEGRATION SERVICES

1. Description of Partner
2. Description of the Integrated Services
3. Target Markets and Territories
4. Pricing Structure and Process
5. Key Support Responsibilities, Processes and Contact Information

Notification will be provided in accordance with Urgent and High definitions set out in Service 2(a) of the AlayaCare Service Level Agreement (<https://www.alayacare.com/sla>). In alignment with this Service Level Agreement, the support tiers and responsibilities entail:

- **Level 1 Support:**
- **Level 2 Support Application:**
- **Level 3 Support Application:**
- **Level 2 Support Integration/APIs:** AlayaCare
- **Level 3 Support Integration/APIs:** AlayaCare

Issue Reporting, Tracking and Escalation

- Timely (as soon as detected) and effective response to issues.
- AlayaCare and Partner will notify the End Customer's Level 1 support personnel of all service interruptions. Critical and Major issue tracking is recorded on <http://alayacare.status.io>.

Resolution: Advice and/or actions that provide a permanent fix or temporary solution. AlayaCare's and End Customer's appointed representatives agree that the problem has been resolved. This may include workarounds, patches/upgrades promised at a later date, or commitments to fix the issue within mutually agreed timelines.

SCHEDULE B

VALIDATION AND DATA MANAGEMENT PROCESSES

OVERVIEW

- A. AlayaCare and Partner will collaborate to scope and carry out a security, privacy and data management review designed to ensure that the Integrated Solution and its deployment to End Customers will meet all required and appropriate security and privacy best-practice standards.
- B. The above will including Integration Testing comprising the testing of data processing and data transmission to be deployed by the Integrated Solution and will be carried out within a non-production environment or test database. The purpose of testing and validating the Integrated Solution is to:
 - i. Test and validate the performance of the Integrated Solution,
 - ii. Discover and fix any defects in the Integrated Solution,
 - iii. Ensure that all the intended workflows and functionality are available; and
 - iv. Ensure that message transmission is being processed and recorded as intended.

PROCESS DETAILS

- 1. **Discovery phase:** High level overview of the integration options and the intended integration workflow. During this phase, Partner and AlayaCare will:
 - a. Define/review partner use cases
 - b. Review partner integration capabilities
 - c. Determine integration type (API, flat file etc.)
 - d. Share GitHub and swagger documentation
 - e. Agree upon the high-level scope for the Integrated Solution
 - 2. **The parties to share relevant integration tools and resources**
 - a. AlayaCare to share partnership test environment credentials (dependent on the type of integration: API keys, S3 bucket credentials) with Partner
 - b. Partner to share detailed integration workflow documentation with AlayaCare
 - i. Expected volumes
 - ii. Workflow diagrams, scope, and requirements
 - iii. Client use cases
 - iv. Security measures - user management, handling of PHI, etc.
 - v. Key contact for integration
 - 3. **Partner to present and review workflow/implementation flow for the Integrated Solution**
 - 4. **Partner builds integration and conducts testing (suggest automated testing when applicable)**
 - a. Using test data within the Partner test environment (not to use clients' environments to build and test the integration unless otherwise specified)
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5. **Partner to demo the integration and end-to-end workflow with AlayaCare Platform Team. Partner and AlayaCare teams will follow the following steps in order to validate the integration:**
 - a. Review workflow documentation and uses cases
 - b. Ensure that all the intended functionality is available
 - c. Ensure that message transmission is being processed and recorded as intended
 - d. Discuss scalability of the integration
 6. **AlayaCare Platform Team validates the integration and relevant aspects, including but not limited to:**
 - a. Performance testing/expected volumes
 - b. Integrity of the integration
 - c. Security
 - d. Storage of data
 - e. Identification of any new use cases
 7. **Partner and AlayaCare to define support processes for the Integrated Solution**
 8. **AlayaCare Team to review monitoring dashboard to track the Integrated Solution and usage**
 9. **Upon completion of the demo and review processes outlined above, AlayaCare to validate the Integrated Solution.**
 10. **Partner and AlayaCare to define the client implementation process for the Integration Solution. This implementation process will be followed when enabling the integration on a client-by-client basis.**
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