



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at wvOASIS.gov. As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at WVPurchasing.gov with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

Header 2

List View

- General Information**
- Contact
- Default Values
- Discount
- Document Information
- Clarification Request

Procurement Folder: 1904891

Procurement Type: Central Master Agreement

Vendor ID: VS0000007749

Legal Name: POINTCLICKCARE TECHNOLOGIES INC

Alias/DBA:

Total Bid: \$467,131.38

Response Date: 03/02/2026

Response Time: 13:19

Responded By User ID: MAYAL

First Name: Lina

Last Name: Maya

Email: lina.maya@pointclickcare.c

Phone: 6472988694

SO Doc Code: CRFQ

SO Dept: 0613

SO Doc ID: VNF2600000005

Published Date: 2/23/26

Close Date: 3/2/26

Close Time: 13:30

Status: Closed

Solicitation Description: Electronic Medical Records System

Total of Header Attachments: 2

Total of All Attachments: 2



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

**State of West Virginia
 Solicitation Response**

Proc Folder: 1904891
Solicitation Description: Electronic Medical Records System
Proc Type: Central Master Agreement

Solicitation Closes	Solicitation Response	Version
2026-03-02 13:30	SR 0613 ESR03022600000005369	1

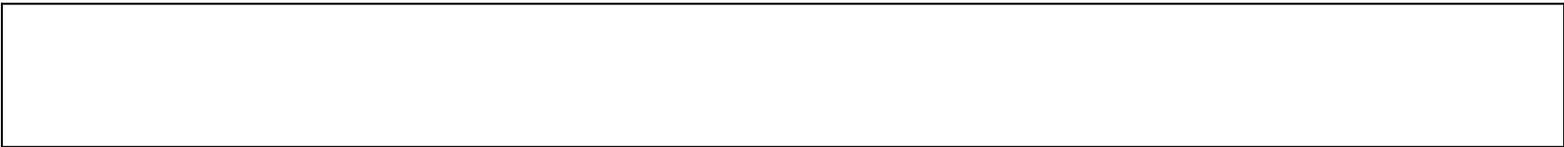
VENDOR
 VS0000007749
 POINTCLICKCARE TECHNOLOGIES INC

Solicitation Number: CRFQ 0613 VNF2600000005
Total Bid: 467131.3800000000046566128730
Response Date: 2026-03-02
Response Time: 13:19:55

Comments: The proposed VBC Premium package is an all encompassing bundle that meets and exceed the requirements of the RFQ. While some the modules were not specifically requested this bundle makes the most financial sense for the facility. We are open to discussing further during your review process. A preferred customer discount of 20% is reflected in the subscription cost (Monthly Subscription Fee). Please refer to the attached PointClickCare Proposal for details. For WVNF, Annual increases will be determined up to a maximum of 4%, which can be incorporated into the terms of the contract. PointClickCare provides a minimum of 90 days notice specifying the terms of the annual price increase. For more information, please refer PointClickCare Master Subscription Agreement (MSA) 4. Fees and Payments.

FOR INFORMATION CONTACT THE BUYER

David H Pauline
 304-558-0067
 david.h.pauline@wv.gov



All offers subject to all terms and conditions contained in this solicitation

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	One time all-inclusive Implementation/ transition fee	1.00000	LS	7290.300000	7290.30

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Unit Price breakdown:
 \$4,350.00 - VBC Premium One-Time Implementation Fee (see Quote No. Q-160830)*
 \$2,940.30 - Pharmacy (IMM) Integration One-Time Implementation Fee (see Quote No. Q-161591)
 *Implementation of VBC Premium will focus on enabling new functionalities rather than executing a full system deployment. For details please refer to the Statement of Work, enclosed with our submission.

Extended Description:

4.1.6: One time all-inclusive Implementation/transition fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	License Monthly fee, Base Year One	12.00000	MO	9024.000000	108288.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Refer to the Customer Agreements Package, Quote No. Q-160830, for a full breakdown of the products and services proposed for WVNF (enclosed with our submission).

Extended Description:

4.1: License Monthly fee, Base Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Patient portal monthly fee, Base Year One	12.00000	MO	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments: Patient Portal (PointClickCare Connected Care Center) is included, at no extra cost.

Extended Description:

4.1.30: Patient portal monthly fee, Base Year One

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Additional Modules, if needed, Base Year One per module fee	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.26: Additional Modules, if needed, Base Year One per module fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	License monthly fee, Year Two	12.00000	MO	9384.960000	112619.52

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1: License monthly fee, Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
6	Patient Portal Monthly Fee, Year Two	12.00000	MO	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
7	Additional Modules, Year Two, per module fee	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.26: Additional Modules, if needed, Year Two, per module fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
8	License monthly fee, Year Three	12.00000	MO	9760.360000	117124.32

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1: License monthly fee, Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
9	Patient Portal Monthly Fee, Year Three	12.00000	MO	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:

Extended Description:

4.1.30: Patient Portal Monthly Fee, Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
10	Additional Modules, Year Three per module fee	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:**Extended Description:**

4.1.26: Additional Modules, if needed, optional Year Three per module fee

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
11	License monthly fee, Optional Renewal One Year Four	12.00000	MO	10150.770000	121809.24

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:**Extended Description:**

4.1: License monthly fee, Optional Renewal Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
12	Patient Portal Monthly Fee, Optional Renewal One Year Four	12.00000	MO	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:**Extended Description:**

4.1.30: Patient Portal Monthly Fee, Optional Renewal Year Four

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
13	Additional Modules Optional Renewal One, Year 4 per module f	1.00000	EA	0.000000	0.00

Comm Code	Manufacturer	Specification	Model #
81112200			

Commodity Line Comments:**Extended Description:**

Additional Modules, if needed, Optional Renewal Year Four per module fee

PointClickCare®

Proposal for Electronic Medical Record – WVVNF

Prepared for:

The State of West Virginia, Purchasing Division

And The West Virginia Veterans Nursing Facility (WVVNF)

Electronic Medical Record System

Solicitation No. CRFQ, 0613, VNF2600000005

Due Date & Time: March 2nd, 2026, 1:30 PM EST

Prepared by:

Josh Hudler

Account Executive

1(905) 858-8885 x 5283

Josh.Hudler@pointclickcare.com

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) Josh Hudler, Account Executive

(Address) 5570 Explorer Drive, Mississauga, ON L4W 0C4

(Phone Number) / (Fax Number) +1(905) 858-888, ext. 5283

(email address) Josh.Hudler@pointclickcare.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

PointClickCare Technologies Inc.

(Company)

Geoff Kenney

(Signature of Authorized Representative)

Geoff Kenney, VP, Sales

(Printed Name and Title of Authorized Representative) (Date)

+1(905) 858-8885, ext. 628

(Phone Number) (Fax Number)

Geoff.Kenney@pointclickcare.com

(Email Address)

REQUEST FOR QUOTATION – CRFQ VNF26*05
Electronic Medical Records System Software Maintenance and Support

VENDOR DEFAULT:

7.6. The following shall be considered a vendor default under this Contract.

7.6.1. Failure to perform Contract Services in accordance with the requirements contained herein.

7.6.2. Failure to comply with other specifications and requirements contained herein.

7.6.3. Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
Failure to remedy deficient performance upon request.

7.7. The following remedies shall be available to Agency upon default.

7.7.1. Immediate cancellation of the Contract.

7.7.2. Immediate cancellation of one or more release orders issued under this Contract.

7.7.3. Any other remedies available in law or equity.

8. MISCELLANEOUS:

8.1. **Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

Contract Manager: Kelly Mossop, Sr. Customer Success Manager

Telephone Number: 463-271-0181

Fax Number: _____

Email Address: kelly.mossop@pointclickcare.com

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: CRFQ VNF260000005

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

(Check the box next to each addendum received)

- | | | | |
|-------------------------------------|----------------|--------------------------|-----------------|
| <input checked="" type="checkbox"/> | Addendum No. 1 | <input type="checkbox"/> | Addendum No. 6 |
| <input type="checkbox"/> | Addendum No. 2 | <input type="checkbox"/> | Addendum No. 7 |
| <input type="checkbox"/> | Addendum No. 3 | <input type="checkbox"/> | Addendum No. 8 |
| <input type="checkbox"/> | Addendum No. 4 | <input type="checkbox"/> | Addendum No. 9 |
| <input type="checkbox"/> | Addendum No. 5 | <input type="checkbox"/> | Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

PointClickCare Technologies Inc.

Company

Geoff Kenney

Geoff Kenney (Mar 2, 2026 10:26:55 EST)

Authorized Signature

March 2, 2026

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

Table of Contents

Legal & Security Disclaimer..... 4

PointClickCare Overview 7

Solution Overview 8

Response to Specifications and Mandatory Requirements 11

Price Proposal..... 16

Vendor Attachments 17

February 26, 2026

The State of West Virginia
Department of Administration, Purchasing Division
2019 Washington Street East
Charleston, WV 25305-0130

Dear Evaluation Committee,

PointClickCare Technologies Inc. is pleased to submit our proposal in response to Solicitation No. CRFQ 0613, VNF2600000005 for an Electronic Medical Records system for the West Virginia Veterans Nursing Facility (WVNF). As WVNF is an existing and valued PointClickCare customer, we appreciate the opportunity to continue supporting the State with an enhanced, future-ready platform that advances person-centered care.

WVNF currently utilizes our Core EHR for Skilled Nursing Facilities. To support the State's goals for improved interoperability, stronger analytics, and expanded value-based care capabilities, we are proposing an upgrade to our Value-Based Care (VBC) Premium package. This expanded offering delivers deeper insights, enhanced care coordination, and robust clinical intelligence designed to improve quality outcomes and strengthen operational performance across the facility.

PointClickCare acknowledges the State's contractual framework and has included a Legal & Security Disclaimer outlining areas that will require mutual alignment and review upon award. We remain committed to good-faith negotiations to ensure that all terms reflect the technical and regulatory realities of modern SaaS-based EHR delivery while supporting the State's compliance and governance needs.

We value our longstanding relationship with WVNF and look forward to partnering with you to deploy enhanced capabilities that support residents, staff, and leadership across the organization. Thank you for your consideration, and we welcome the opportunity to continue serving the State of West Virginia.

Sincerely,

Josh Hudler
Account Executive
1 (905) 858-8885 x 5283
Josh.Hudler@pointclickcare.com

Legal & Security Disclaimer

Prepared by PointClickCare Technologies Inc. (“PointClickCare”, “PCC”), for
State of West Virginia (“State”) West Virginia Purchasing Division (“Agency”),
The West Virginia Veterans Nursing Facility (WVNF),
Electronic Medical Record System -Solicitation No. CRFQ 0613, VNF2600000005

Legal

PointClickCare has reviewed the RFP documents and attachments, including the State’s General Terms and Conditions, CRFQ VNF26*05 Specifications, Exhibits and Addendums. Certain terms and conditions included in the RFP documents are either: (i) not applicable to PointClickCare; (ii) should be entirely removed entirely based on the SaaS software services being provided to the Customer by PointClickCare; and/or (iii) require mutual agreement on the terms between the parties before we can proceed to provide these Services.

PointClickCare’s submission is contingent upon negotiating the contract terms following award.

Please note that PointClickCare is a privately owned Canadian company and a leading provider of EHR software. The PointClickCare software is proprietary, and the rights to our work, including any trademarks, service marks, copyrights, patents, etc., remain with PointClickCare. Therefore, no proprietary interest (and no custom-developed component) is conveyed contractually to the State.

We provide Electronic Health Record (EHR) services to thousands of healthcare facilities across North America. To maintain the consistently high standards of quality, security, and compliance that our customers expect, we must ensure that its contractual framework remains uniform and operationally consistent across all customers. Our Software-as-a-Service (SaaS) platform is offered as a standardized, configurable solution designed to meet the diverse needs of healthcare providers without requiring custom development. Given the scale and nature of our operations, it is not feasible to materially modify our core contractual terms on a customer-by-customer basis.

This standardized approach reflects common market practice among SaaS providers and aligns with prevailing legal and commercial frameworks governing cloud-based service delivery. In our experience, many general contracting templates used by public sector entities are designed for traditional vendor or procurement arrangements and do not fully address the technical, regulatory, and operational considerations specific to SaaS-based EHR services. For these reasons, we respectfully request that our standard Master Subscription Agreement (MSA) and Business Associate Agreement (BAA) be incorporated into, or appended to, the State’s contract framework to ensure an appropriate and compliant contractual foundation for the proposed services.

Enclosed with our submission is the PointClickCare Master Subscription Agreement (referred to as the "PointClickCare MSA" or "Master Agreement"), product-specific addenda, and Business Associate Agreement ("BAA") for your review. Any additional SaaS solutions that the State wishes to subscribe to may have associated addendums which can be provided.

Upon award, good faith negotiation of all the Contract Terms and Conditions will be required to achieve mutually agreeable terms based on the services provided by PointClickCare. Some requirements listed in the RFP are not applicable to PointClickCare as a SaaS provider, while others require negotiation between the parties. Both parties must have the opportunity to validate the applicability of such laws and review or negotiate the specific policies and procedures before contractually agreeing to comply with them.

PointClickCare understands and appreciates the State's software requirements and the applicable laws that may limit the State's acceptance of certain terms and conditions in the PointClickCare MSA. Therefore, PointClickCare will undertake in good faith and with diligent efforts to negotiate a commercially reasonable resolution of the contractual terms and conditions if PointClickCare is the successful proponent.

Notwithstanding the foregoing, we are committed to ensuring that the delivery of PointClickCare services, PointClickCare and its employees will comply with all applicable laws and regulations.

Security

PointClickCare has implemented a comprehensive approach to protecting customer data which is focused on the confidentiality, integrity, and availability of Personal Health Information (PHI) and Personal Information (PI). PointClickCare's approach assures zero-trust, role-based and minimum necessary access controls, and a comprehensive set of policies and procedures designed to assure protection of data in compliance with applicable laws and regulations. Our approach follows a conscious design of defense-in-depth, layering controls and security measures throughout the Software as a Service (SaaS) environment. PointClickCare maintains a comprehensive set of privacy and security policies which govern the development, delivery, and maintenance of the SaaS solution.

As a technology provider, PointClickCare is committed to protecting the health and safety of employees, customers, and partners in the communities we serve. This commitment extends to assuring the protection of customer EHR data by aligning with security best practices and constant vigilance in assuring we are addressing the evolving threat landscape. We conduct an annual risk assessment, undergo SOC audits, monitor our control environment and operational data to assure awareness and visibility. We leverage this operational data, and vigilance to identify, protect, detect, respond, and recover to security threats and prioritize risk remediation actions.

The PointClickCare security strategy and associated controls are aligned with the NIST Cybersecurity Framework. PointClickCare confirms that it is in material compliance with NIST 800-53, Revision 5 moderate baseline controls. However, securing resident PHI/PI data is not a static endeavor. As part of our mission to strive for continuous growth and compliance, we have several projects underway to improve our overall security posture. These projects involve extensive investment and executive support in people, processes and technologies as referenced throughout the PointClickCare response.

PointClickCare hosts our services in Microsoft Azure. This enables PointClickCare to leverage the power, scalability, agility, security, and resiliency features of the Cloud. This initiative was undertaken with a deliberate and parallel effort to continuously improve and mature the overall security posture of PointClickCare. PointClickCare has achieved and maintains an annual independent audit that meets the American Institute of Certified Public Accountants (AICPA) Statements on Standards for Attestation Engagements (“SSAE”) No. 18, Service Organization Control (SOC) 2 Type 2 and SOC 1 Type 2 audits.

PointClickCare performs independent penetration tests to ascertain its security posture in the cloud and continues to monitor and work with Microsoft to refine and tune its controls in line with NIST, privacy laws and security best practices. We believe our submission and this approach distinguishes our proposal via a hallmark principles of information security—specifically the transparency and forthrightness of our current security posture and the direction in which we are headed.

Thank you,

Amandeep Vaid
VP, Contracts & Legal
Legal Department
PointClickCare Technologies Inc.

Tim Tomlinson
VP, Information Security
Chief Information Security Officer
PointClickCare Technologies Inc.

PointClickCare Overview

PointClickCare is a leading health tech company with one simple mission: **to help providers deliver exceptional care.** For over 20 years, we've remained founder-led and privately held, transforming how care is planned, delivered, and paid for. Named a top private cloud company by Forbes, we have the largest long-term and post-acute care (LTPAC) dataset, powering AI-informed healthcare for intelligent care transitions and improved clinical outcomes that drive reimbursement.

We are also setting a new standard in interoperability as the only post-acute care organization participating in all federal interoperability initiatives—including ONC CEHRT designation, the USCDI Connector Program, and TEFCA—for deeper connectivity across the healthcare ecosystem.

More than 27,000 LTPAC organizations, 3,600 ambulatory clinics, 2,800 hospitals, 350 risk-bearing providers, 70 state and government agencies, and every major U.S. health plan trust us to help them navigate a changing healthcare landscape. Our Marketplace of 400+ integration partners helps organizations customize their suite of solutions to connect care, billing, and operations—driving efficiency and better outcomes.

In the early 2000s, we pioneered the first cloud-based EHR for senior care, introducing a SaaS model that set the standard for the industry. Today, we continue to lead the way, transforming how care is delivered, planned, and paid for through our continual evolution and innovation.

In December 2020, PointClickCare acquired Collective Medical, and in March 2022, Audacious Inquiry. These back-to-back acquisitions expanded the PointClickCare network, providing care teams across the continuum of acute, ambulatory, and post-acute care with access to a greater breadth of clinical insights for smarter care transitions, enhanced collaboration, and better outcomes.

In March 2023, PointClickCare announced the acquisition of Patient Pattern, a step that expanded our capabilities for improved outcomes for high-needs populations.

In January 2024, PointClickCare announced the acquisition of American HealthTech, a subsidiary of Computer Programs and Systems Inc. (CPSI) to help a more expansive network of providers enable better care delivery and coordination for at-risk patients.

Since our founding, we've been here to help providers navigate an evolving healthcare landscape. That's why we invest a significant percentage of our revenue back into research and development to ensure our customers have the technology and insights they need to deliver exceptional care. At PointClickCare, we're building a stronger, leaner healthcare system that lasts.

Solution Overview

PointClickCare's Electronic Health Record (EHR) for Skilled Nursing Facilities is a secure, fully integrated cloud-based platform designed to streamline clinical workflows, strengthen operational performance, and support improved resident outcomes.

WVNF currently benefits from our Core EHR capabilities, and under this proposal we are recommending an upgrade to the **VBC Premium Package**, which expands your existing system with advanced analytics, enhanced clinical intelligence, and strengthened interoperability to support more proactive and coordinated care.

The following summary outlines the capabilities included in the proposed solution.

Core EHR Capabilities

Clinical Documentation & Care Planning

- Centralized clinical chart
- Customizable care plans with task triggers
- Point of Care (POC) documentation for ADLs, vitals, and daily activities
- eMAR with pharmacy integration
- User Defined Assessments (UDAs)
- Diagnosis, allergies, vitals, immunizations
- Incident and risk management

Interdisciplinary Coordination

- Progress notes (manual and automated)
- Resident Event Calendar
- Referral Management and eligibility verification

Revenue Cycle & Financial Management

- Billing and Accounts Receivable
- Claims creation, scrubbing, and denial tracking
- Trust account management
- Collections workflows

System Administration & Security

- Role based access
- SSO and MFA
- Enterprise management
- Full audit trails

Integrated Interfaces

- Pharmacy partner connectivity
- Lab and imaging orders and results
- Therapy integration

Interoperability and Compliance

- ONC Certified Health IT
- Secure data exchange (HL7, CCD, APIs)
- Direct Secure Messaging for referrals and transitions of care

Enhanced Capabilities with the VBC Premium Package

The VBC Premium Package provides a significant expansion of your current PointClickCare environment. All modules below are included as part of this package.

1. Nursing Support

A comprehensive suite of clinical tools designed to strengthen nursing workflows and early intervention capabilities:

- Nursing Advantage
- Skin & Wound
- Infection Prevention & Control
- eINTERACT

2. Advanced Insights

Advanced analytics that support data driven decision making and value-based performance:

- Performance Insights
- Market Insights
- Practitioner Engagement analytics

These tools offer a deeper view into clinical quality, census trends, financial indicators, and market positioning.

3. Practitioner Engagement

A suite of mobile enabled provider tools that reduce administrative burden and support timely interventions:

- Mobile access to resident charts
- Electronic signatures
- Integrated Lab and Imaging Orders

4. Laboratory & Imaging Integration

Streamlined diagnostic workflows that improve care coordination and turnaround times:

- Integrated lab and imaging orders
- Automated results delivery
- Data Relay
- PDPM Coach and Medical Certifications
- Automated Care Messaging

5. Larger Care Network Capabilities

Connectivity tools that expand visibility across the broader care ecosystem:

- Marketplace access to 300+ integrated solutions
- USCDI aligned vendor integrations
- Real-time ED notifications
- ADT and encounter based networks
- ACO and risk bearing entity integrations
- Health Information Exchange (HIE) connectivity

Implementation Approach

Because WVNF is already live on PointClickCare, the implementation of VBC Premium will focus on enabling the new functionality rather than executing a full system deployment. Activities will include:

- Configuration of new modules
- Limited testing to validate functionality
- Targeted training through SmartZone and virtual instruction
- Workflow alignment and adoption support
- Verification of analytics and reporting outputs

A detailed Statement of Work (SOW) is included with our submission, outlining the full scope of tasks.

Scalability & Future Growth

The VBC Premium Package gives WVNF a scalable platform that supports continued clinical, operational, and financial performance improvement. With access to over 300 Marketplace partners and a cloud-based architecture, the system can easily expand to meet future needs and regulatory expectations.

Response to Specifications and Mandatory Requirements

PointClickCare has reviewed the RFQ Specifications in full and confirms compliance with all Mandatory Requirements outlined in this section. Our responses reflect PointClickCare's standardized SaaS delivery model, alignment with applicable regulatory standards, and support of the State of West Virginia and WVNF's operational and clinical objectives.

All commitments are governed by the PointClickCare Master Subscription Agreement (MSA) and Business Associate Agreement (BAA), which together define the service, maintenance, security, and data-handling obligations applicable to our EHR platform.

4. MANDATORY REQUIREMENTS:

4.1.1. Software Maintenance and Support

Maintenance and support are included as part of our SaaS subscription and apply to all licensed beds at the facility. System maintenance includes automated updates, performance enhancements, and regular improvements. All active users—including clinical, administrative, and read-only users—have uninterrupted access to full support services.

Support is available via the Customer Support Portal, which provides 24/7 access to documentation, release notes, and case submission. Phone and email support are available during standard hours with emergency support after hours. For details, please refer to our Service Levels and Support Addendum (SLA), incorporated as Schedule 2 of the MSA.

4.1.1.1. Data Ownership and Data Return

The Customer retains ownership of their data. PointClickCare retains ownership of the format of all data output, as well as metadata and certain data that is no longer in its original state (such as de-identified, aggregated, and/or pooled data), which, as a result, cannot be returned or destroyed.

PointClickCare will support data export at contract end and will return Customer Data in a readily accessible format. The specific timelines and obligations for data availability, retention, and deletion are governed by the PointClickCare Master Subscription Agreement (MSA), which supersedes any conflicting requirements.

Data Retention periods depend on both jurisdiction and the type of data, in alignment with our Data Classification Policy and Records Retention Policy. PointClickCare follows NIST 800-88 for data sanitization and media destruction.

4.1.2. Three-Year Support Term with Optional Renewal

Maintenance and support are provided throughout the subscription term in accordance with the MSA. We acknowledge the renewal options consistent with the contract structure defined by the State and WVNF.

4.1.3. Contract Term (April 1, 2026 – March 31, 2029)

Support and maintenance will commence on the Effective Date and continue throughout the contract term and any extensions, as outlined in the PointClickCare MSA or applicable Agreement. In accordance with Section 10 of the MSA, the agreement will remain in effect until all Services purchased have expired or been terminated. Subscriptions will automatically renew on a monthly basis following the Initial Term unless terminated as set forth in Section 10.

4.1.4. Provision of Maintenance and Support Agreements

Enclosed with our submission is the PointClickCare Master Subscription Agreement (referred to as the "PointClickCare MSA" or "Master Agreement"), product-specific addenda, and Business Associate Agreement ("BAA") for your review. Any additional SaaS solutions that the State wishes to subscribe to may have associated addendums which can be provided.

4.1.5. SaaS Platform Capability

The PointClickCare EHR is delivered as a secure, cloud-based Software as a Service (SaaS) platform hosted in Microsoft Azure. As a fully managed SaaS solution, no on-premise servers, database hardware, or local software installations are required. The platform is accessed through a modern web browser using HTTPS (Port 443) for secure, encrypted connectivity.

The hosting environment is supported by Azure's backup, continuity, and monitoring services, enabling continuous tracking of system availability, uptime, fault tolerance, and end user performance indicators such as page load times and application responsiveness. The solution is designed to operate seamlessly across commonly used browsers and devices.

PointClickCare also offers optional, purpose-built mobile applications and additional modules that organizations can adopt over time to address evolving operational, clinical, and workflow needs.

4.1.6. Implementation Services

For existing customers as WVNF, a full implementation is not required. Implementation activities instead focus on configuring and deploying any **new modules or capabilities** added through this proposal. This streamlined enablement process includes targeted configuration, testing as required, training, deployment support, and validation of data flows for new features.

A Statement of Work (SOW) is enclosed with this proposal defining the scope, responsibilities, and timeline associated with deploying new VBC Premium components.

4.1.7. Training Support

Training is available for the duration of the contract through SmartZone, which provides role-based learning, eCourses, virtual instructor led sessions, and workflow specific documentation. Updated training materials are published with each release. Technical support resources and knowledgebase articles are available through the Customer Support Portal.

4.1.8. 24/7 Support and SLAs

PointClickCare's Customer Support Portal is accessible 24/7/365. Standard Customer Support (Helpdesk) hours are 8:00 a.m. to 8:00 p.m. EST, with after-hours emergency support available at all other times. All service levels, response times, and availability commitments are defined in the SLA.

4.1.9. Installation of Upgrades, Patches, and Releases

Updates requiring downtime are scheduled during low-use windows (typically between 2:00 a.m. and 5:00 a.m. EST). Customers receive at least 24 hours' advance notice, except for emergency patches addressing critical risks.

4.1.10. Backup and Restore Capabilities

Automated backups are performed regularly and stored in Microsoft Azure. Backups include weekly full backups, differential backups every 12 hours, and transaction log backups every 5–10 minutes. Backups are retained for 7 years and encrypted using AES256. Point Intime restore is supported within required timeframes.

4.1.11. Reporting Capabilities (Standard & Custom)

The system provides extensive real-time standard reports across clinical, administrative, billing, and operational domains. Reports can be exported in HTML, PDF, Excel, or CSV formats. For custom reporting, Data Relay provides an SQL copy of the database and data dictionary.

4.1.12. Electronic Prescribing

PointClickCare meets this requirement through Integrated Medication Management (IMM), which enables secure electronic prescribing to external pharmacy partners and supports medication orders, refills, cancellations, and related transactions using industry standard formats.

4.1.13. Infection Control & Antibiotic Stewardship

PointClickCare meets this requirement with the Infection Prevention & Control (IPC) Solution, which includes infection tracking, symptom correlation, dashboards, outbreak monitoring, and antibiotic stewardship support.

4.1.14. Document Upload Capability

The system supports scanned documentation uploads to resident records, with multiple file types accepted and customizable category structures for ease of use.

4.1.15. Dietary/Nutrition Management

PointClickCare meets this requirement through Mealtime Solutions (powered by MealSuite), which includes dietary management, nutrition workflows, menu planning, recipe management, and the ability to print in-house meal tickets.

4.1.16. Admissions Module

PointClickCare meets this requirement through its ADT (Admission, Discharge, Transfer) functionality and Quick ADT workflows. CRM integration enables preadmission data to flow directly into the EHR. Document Manager enables fully electronic housing and signature of admission packets.

4.1.17. Practitioner Engagement & Electronic Signatures

PointClickCare meets this requirement via the Practitioner Engagement module, which supports secure electronic signature workflows for clinical orders and documentation.

4.1.18. Training Modules (Onsite & Remote Options)

SmartZone includes embedded online training modules. Instructor-led remote sessions are available, and onsite training can be quoted as needed.

4.1.19. Skin & Wound Management

The Skin and Wound module includes photo capture, automated measurement, and chart integration, supporting clinical assessment and documentation.

4.1.20. Recreation Module

Resident Event Calendar enables scheduling, event management, participation tracking, and resident engagement monitoring.

4.1.21. Interdisciplinary Documentation

Authorized users—including chaplains, medical directors, nurses, and social workers—can document, amend, and maintain progress notes and assessments within the EHR.

4.1.22. Analytics Compliance Package

PointClickCare meets this requirement. Built-in dashboards, compliance ready reports, and Advanced Insights analytics support regulatory oversight, internal audits, and quality monitoring.

4.1.23. Skilled Nursing Module

PointClickCare meets this requirement with its purpose-built SNF EHR module encompassing clinical documentation, care planning, orders, MDS management, assessments, revenue cycle tools, and interoperability capabilities.

4.1.24. Fiscal Module (Receipts, Payments, Trust Accounts)

PointClickCare meets this requirement through integrated billing and A/R modules and a dedicated Trust Accounts module. These support receipts, payments, withdrawals, petty cash, interest tracking, and 1099 generation.

4.1.25. Pharmacy Vendor Access

PointClickCare meets this requirement via the Integrated Medication Management Solution, which provides secure, role-based pharmacy access through the Pharmacy Workspace.

4.1.26. Ability to Add Future Modules

The platform supports the addition of optional modules and SNF add on packages. Pricing follows a transparent subscription model aligned to patient day volumes rather than flat module fees.

4.1.27. HIPAA Compliance

Administrative, physical, and technical safeguards are maintained consistent with HIPAA requirements, as outlined in the MSA and BAA.

4.1.28. Remote Access

Administrators may configure user access, including remote access with role-based permissions. MFA and secure VPN protocols are used for internal staff access to production systems.

4.1.29. Secure Messaging

PointClickCare Secure Conversations enables encrypted real-time messaging with clear notifications and secure collaboration between care providers.

4.1.30. HIPAA Compliant Patient Portal

PointClickCare can meet this requirement via supported Marketplace partners. Family engagement capabilities are also available through the Connected Care Center (CCC), included in the Core EHR.

Price Proposal

The following documents are included under this section:

- Exhibit A – Pricing (Price Page)
- Customer Agreements Package (Quote & Order Form, PointClickCare MSA, BAA, product- specific addenda, and PointClickCare’s Statement of Work).

Proposal for:

West Virginia Veterans Nursing Facility

Feb 27, 2026

Prepared by:

Josh Hudler

josh.hudler@pointclickcare.com



About PointClickCare

PointClickCare is the electronic health record (EHR) platform of choice for the long-term post-acute (LTPAC) market, helping healthcare providers meet the challenges of senior care by enabling them to achieve the business results that matter – enriching the lives of residents, improving financial and operational health, and mitigating risk. The combination of PointClickCare’s intuitive cloud-based software and value-driven implementation model enables senior care providers of all sizes, from single independent homes to the largest multi-facility providers, to deliver a higher standard of healthcare while experiencing superior financial performance. Over 16,000 long-term post-acute care providers throughout North America have chosen to trust their business to PointClickCare.

PointClickCare recognizes that the needs of the LTPAC industry are evolving, and as such continues to reinvest a significant proportion of its annual revenue into ongoing technology research and development. We recruit the best Information Technology (IT) talent available, while hiring industry subject matter experts who have diverse and extensive backgrounds in all facets of the long-term post-acute care market. You can be assured we will always remain well ahead of the curve in terms of technology trends, customer experience, ease-of-use and compliance requirements, enabling you to focus on the health of your business, your staff and your residents, rather than the technology you’re using.

Our platform currently holds more than 1.2 million active resident records and is supported by a robust infrastructure that has the capacity to process large volumes of transactions, which enables our users to safely and efficiently submit millions of assessments annually. Our commitment to our customers’ success is evidenced by a lifetime retention rate of over 98%. Both our corporate values and subscription-based business model support our mission to earn our customers’ business every day.

We know that organizations can derive a lot of value through direct collaboration and interaction with their peers. At PointClickCare, we offer our customers multiple avenues to engage with peers to discuss ideas, best practices, and share thoughts about what’s happening in the industry through local and online user groups, our online customer community, and our annual user conference, PointClickCare SUMMIT (www.pointclickcaresummit.com).

Our continuously expanding network of partners offers both broad knowledge and expertise, as well as the flexibility to work with a variety of leading technology, consulting and software companies as your needs grow and change. Partners will enhance the value of your investment in PointClickCare so that you can provide optimum levels of support to your residents and staff, while strengthening the health of your business.

Our goal is to improve healthcare by helping providers work better together. We are pleased that you have taken the first step to joining us in this important mission.

5570 Explorer Drive
 Mississauga, ON
 L4W 0C4
www.pointclickcare.com

Prepared For: David Pauline

Account Number: 1196358
Quote Number: Q-160830
Date: Feb 27, 2026
Start Date: Jul 01, 2026
Billing Frequency: 1
Professional Services Billing Frequency: 100% on contract/quote signing
Project Commencement Date:
Expires On: Mar 21, 2026
Sales Rep: Josh Hudler
Account Owner: Josh Hudler

POV UPGRADE

West Virginia Veterans Nursing Facility - SNF wvva-1

SNF VBC Premium v2

Summary

Monthly Subscription Amount

Location	Amount
West Virginia Veterans Nursing Facility - Skilled Nursing - wvva-1	\$ 5,544.99
Monthly Subscription Fees Total:	\$5,544.99

One Time Professional Services Fees

Professional Services Net Change:	\$ 4,350.00
--	--------------------

Subscription Detail by Location

West Virginia Veterans Nursing Facility - Clarksburg, WV - SNF

Product	Quantity	Billing Period	Net Monthly Rate	Monthly Amount
Customer Relationship Management	-120	6/30/2026	\$0.0000	\$ 0.00
PointClickCare Analytics Compliance Package	-120	6/30/2026	\$3.2500	-\$ 390.00
Practitioner Engagement Full Feature Set	-120	6/30/2026	\$5.0752	-\$ 609.02
Resident Event Calendar	-120	6/30/2026	\$1.2758	-\$ 153.09
Skilled Nursing Value	-120	6/30/2026	\$15.6388	-\$ 1,876.65
Skin and Wound	-120	6/30/2026	\$3.7521	-\$ 450.25
SNF VBC Premium v2	120	7/1/2026	\$75.2000	\$ 9,024.00
			Net Change:	\$5,544.99

Packaged Professional Services – One Time Fees

Product / Service	Quantity	Billing Period	Amount
Technical Services Work	29		\$ 4,350.00
			Net Change: \$4,350.00

Packaged Professional Services – One Time Discounts

Product / Service	Quantity	Discount Applied	Discounted Total
Implementation Services	1	100%	\$ 0.00
TOTAL:			\$0.00

Terms:

1. **Contract:** This Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement (or other similarly titled agreements) including the applicable Professional Services Addendum or pharmacy agreements. This Quote/Order Form is not an invoice. Customer will receive monthly invoices during the subscription term.
2. **Start Date for Billing.** Notwithstanding anything to the contrary in this Quote/Order Form, the Agreement or any associated Addenda, Customer acknowledges and agrees the Billing Start Date shall be effective the date noted above under the Billing Period column (the "Billing Start Date").

Strictly with respect to subscription services, in the event a facility implements and activates PointClickCare software for a facility two (2) months or earlier from the Billing Start Date for the facility, the start date for billing fees for the facility shall commence no later than the first day of the month following the 60th day after implementation or activation (the "Early Billing Start Date"). For avoidance of doubt, if the Billing Start Date for a facility is August 01 and the implementation is completed by April 01, billing shall commence no later than June 01 as a result of the prompt completion of the implementation which shall be deemed the Early Billing Start Date.

In the absence of a Billing Start Date, the following shall apply:

- a) **Core Subscription:** In respect of each Customer facility, the first day of the month following the import of Customer Data into PointClickCare's systems.
 - b) **Additional Module(s):** In respect of each Customer facility, the first day of the month following activation of such modules.
 - c) **Professional Services Fees:** Professional Services Fees set out in this Quote/Order Form are due within 30 days of the date this Quote/Order Form is signed **unless** a 'Professional Services Billing Frequency' is set out above.
3. Customer is responsible for providing and ensuring Customer's committed participation of resources in the implementation for a successful implementation. PointClickCare shall have no liability to you to the extent requirements of the Subscription Order are not completed within any specific time periods due to the acts or omission by you or any factors outside PointClickCare's reasonable control.
 4. **Quote Validity Period (if applicable).** This Quote/Order Form must be signed and returned to PointClickCare in advance of the Expiry Date noted above. Upon expiration, the then current pricing shall be applied, and a new Quote/Order Form shall be generated upon request.
 5. **Taxes:** All prices exclude federal and state or provincial sales, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to

reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.

6. **Project/Services Documentation:** This Quote/Order Form sets out the summary of all of the Professional Services to be provided by PointClickCare to Customer. Details of the services, including any timelines, methodologies, resource allocations, etc. will be provided by means of one or more Statements of Work and/or project planning documents to be developed by PointClickCare and approved by Customer. All project coordination, implementation and data services are provided by PointClickCare consultants online and over the telephone. Onsite services are available upon request and quoted separately.

7. **Cancellation:** Training sessions may be cancelled or rescheduled with a minimum of 24 hours' prior written notice or are chargeable at their normal rate.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

POINTCLICKCARE TECHNOLOGIES INC.

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

For Customer: West Virginia Veterans Nursing Facility

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

Product Details	
Product Name	Product Description
Customer Relationship Management	A subscription fee for Customer Relationship Management, which includes Lead Management and Referral Management
PointClickCare Analytics Compliance Package	Performance Insights is a dashboard driven, interactive, unified visual analytical tool focusing on in-building or organizational performance.
Resident Event Calendar	Resident and facility/community scheduling application with ability to document event attendance and progress notes with event details.
Skilled Nursing Value	The Skilled Nursing Value package includes: Core System Components (Application Configuration, Census Management, Communications Dashboard, Multi-site Database Management, User Account Management/Security, User Defined Fields), Core Clinical Components (Allergies, Care Plans, Immunizations, Incident Reports, MDS 3.0 Management, Medical Diagnoses, Order Management, Progress Notes, Standard Assessments, Weights & Vitals), Core Revenue Cycle Components (Basic Claims Management Submission, Billing/AR, Collections, Trust Accounts), Shared Training db/Sandbox, 1GB Data Storage per Org. Modules Included: eMAR (non-pharmacy integration), Integrated Direct Messaging, POC, Vendor Integration 5-Pack, IAM-SSO
Skin and Wound	A subscription fee for the Skin and Wound Module
Practitioner Engagement Full Feature Set	Practitioner Engagement: Secure Conversation, Mobile Chart, Mobile Order Signatures Feature Sets, ePrescribing and Practitioner Documentation.
SNF VBC Premium v2	Includes: Core SNF EHR Platform Nursing Support Practitioner Engagement Advanced Insights Automated Care Messaging Integrated Lab and Imaging PDPM Coach
Implementation Services	Implementation Services fee - See SOW attached to quote provided to you upon closing of sale
Technical Services Work	Technical Services Work -See SOW attached to quote provided to you upon closing of sale

THIS HIPAA BUSINESS ASSOCIATE AGREEMENT (the “BAA”) is entered into by and between PointClickCare Technologies Inc. (“Business Associate”), and West Virginia Veterans Nursing Facility, on behalf of itself and its affiliates, if any (individually and collectively, the “Covered Entity”), and adds to any current or future agreement(s) for services entered into between Business Associate and Covered Entity which involve the creation, use, receipt, or disclosure of protected health information (“PHI”) (the “Service Agreement”). Business Associate and Covered Entity each is a “Party” and, collectively, are the “Parties” to this BAA.

Pursuant to the Service Agreement, Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of PHI received from, or created or received by Business Associate on behalf of, Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this BAA.

1. **Definitions and Regulatory References.** For purposes of this BAA, the terms used herein, whether or not capitalized, unless otherwise specifically defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations, inclusive of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Parts 160 and 164 (“HIPAA”), and the Health Information Technology for Economic and Clinical Health Act (Title XIII of Division A of the American Recovery and Reinvestment Act of 2009) and any amendments or implementing regulations (“HITECH”). A reference in this BAA to any provision of a statute or regulation means the provision as then in effect, amended, or implemented via regulation.
2. **Compliance with Applicable Law.** The Parties acknowledge and agree that Business Associate shall comply with its obligations under this BAA and with all obligations of a business associate under HIPAA, HITECH, and other related statutes and regulations, as they exist at the time this BAA is executed and as they are amended, for so long as this BAA is in place.

Pursuant to HITECH §§13401(a) and 13404(a) and the HIPAA implementing regulations, the provisions of HITECH which impose requirements and standards on covered entities with respect to security and privacy also shall be applicable to Business Associate and hereby are incorporated into this BAA. All other provisions of HITECH that are applicable to Business Associate, and its relationship with Covered Entity under this BAA and the Service Agreement, hereby are incorporated into this BAA.

3. **General Limitation on Uses and Disclosures of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Service Agreement, this BAA, or by law.

Business Associate also may not use or disclose PHI in a manner that would violate 45 C.F.R. §§164.500-164.534 if done by Covered Entity, except, Business Associate may use or disclose PHI for Business Associate's own management, administration and legal responsibilities or for data aggregation services.

4. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may use and disclose PHI only as permitted or required by the Service Agreement, this BAA, or by law.
5. **Uses and Disclosures for Management and Administration.** Business Associate also may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, Business Associate must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) written assurances from such receiving party to notify Business Associate promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, Business Associate may permit access to the system by Business Associate's contracted system developers under appropriate confidentiality agreements.
6. **Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses.** Business Associate may use PHI to provide data aggregation services to Covered Entity, and may disclose aggregated data derived from PHI, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) and defined by 45 C.F.R. §164.501. If Covered Entity has entered into the Interoperability and Population Health Addendum to MSA, Covered Entity acknowledges and affirms that the “Applicable Services” described therein are services that “permit data analyses that relate to the health care operations of [Covered Entity]” (see 45 C.F.R. §164.501). Business Associate may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the Service Agreement or for Business Associate's own management and

administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or regulations, or under the Service Agreement or this BAA. Business Associate may use PHI to de-identify the PHI in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c) (the “**De-Identified Data**”). Business Associate may create Limited Data Sets (“**LDS**”) from PHI. Business Associate may disclose the LDS for any purpose allowable by applicable law, rule and/or regulation. Business Associate will require the recipient of the LDS to enter into a Data Use Agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. Business Associate may use (but not disclose) PHI to identify patients/residents of Covered Entity who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Covered Entity’s professional medical judgment regarding the appropriateness of said programs for a patient/resident. Business Associate may receive remuneration in connection with presenting Covered Entity with patients’/residents’ eligibility for said programs. Business Associate may incorporate information received by Covered Entity’s authorized services providers, Business Associate’s third-party associates, or other covered entities (including their business associates) who are providing or paying for services for one or more of Covered Entity’s patients/residents, into the services provided by Business Associate.

Covered Entity also hereby grants to Business Associate a non-exclusive, perpetual, irrevocable, worldwide, royalty-free, fully paid-up, sublicensable (through multiple tiers), transferable right and license to copy, distribute, display, create derivative works of, and otherwise use and commercialize the De-Identified Data for any purpose, including to combine and incorporate such De-Identified Data with or into other data and information, available, derived or obtained from other sources.

It is further acknowledged and agreed that, without the rights conferred in this **Section 6**, Business Associate would have to create a custom solution for Covered Entity, at significant additional cost, and that Business Associate would not have agreed to or entered into the Service Agreement or this BAA. All rights, title and interest in and to any De-Identified data, aggregated data, LDS data, or other data created by Business Associate is the exclusive property of Business Associate, which may use, disclose, market, license and sell such data for any legally allowable purpose, and without restriction. In many instances, such data is no longer PHI and is no longer subject to HIPAA. Further, it is explicitly acknowledged that Business Associate may receive any allowable remuneration in connection with the same.

7. **Minimum Necessary.** All uses and disclosures of, and requests by Business Associate for, PHI are subject to the minimum necessary requirements in the Privacy Rule.
8. **Required Safeguards to Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the HIPAA Privacy and Security Rules to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this BAA. In doing so, without limitation, Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.
9. **Reporting of Improper Uses and Disclosures of PHI and Security Incidents.** Business Associate promptly shall report to Covered Entity any security incident, or any use or disclosure of PHI which is not provided for in this BAA or is otherwise a violation of HIPAA, of which it becomes aware. This provision applies regardless of whether such unauthorized use or disclosure was by Business Associate, its officers, directors, employees, agents, or subcontractors. Notwithstanding the preceding, the Parties acknowledge and agree that this section constitutes notice by Business Associate to Covered Entity of the ongoing existence and occurrence of attempted but Unsuccessful Security Incidents (as defined below) for which no additional notice to Covered Entity shall be required. "Unsuccessful Security Incidents" shall include, but not be limited to, pings (*i.e.*, a request-response utility used to determine whether a specific Internet Protocol [IP] address or host exists or is accessible) and other broadcast attacks on Business Associate’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in unauthorized acquisition, access, use or disclosure of PHI.
10. **Reporting of Breaches of Unsecured PHI.** Business Associate promptly shall report to Covered Entity a Breach of Unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414.
11. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI by Business Associate in violation of the requirements of this BAA or HIPAA.
12. **Business Associate Agreements Required with Third Parties.** Business Associate shall enter into a written agreement

with any agent or subcontractor of Business Associate that will have access to PHI, or that will create, receive, maintain or transmit PHI on behalf of Business Associate. Pursuant to such written agreement and 45 C.F.R. §§164.308(b)(2), 164.502(e)(1)(ii) and 164.504(e)(2)(ii)(D), the agent or subcontractor shall agree to be bound by the same restrictions and conditions that apply to Business Associate under this BAA with respect to such PHI.

13. **Access to Information.** Promptly upon a request by Covered Entity, Business Associate shall make available PHI maintained by Business Associate in a Designated Record Set, to Covered Entity, or to the individual requestor if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.524. In the event any individual delivers a request for access to PHI directly to Business Associate, Business Associate promptly shall forward such request to Covered Entity. Unless otherwise required by law, the term "Designated Record Set," for the purposes of this BAA, shall not include any information in the possession of Business Associate that is the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or if it has been standardized). Business Associate may charge Covered Entity a reasonable fee for such access.
14. **Availability of PHI for Amendment.** Promptly upon the receipt of a request from Covered Entity, Business Associate shall make any amendment(s) to PHI maintained by Business Associate in a Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. §164.526 or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.526. In the event any individual delivers a request for amendment to PHI directly to Business Associate, Business Associate promptly shall forward such request to Covered Entity for further direction.
15. **Access and Amendment Responsibility.** Pursuant to HIPAA, in the event that Business Associate maintains PHI in a Designated Record Set, the Parties agree that Covered Entity will have the responsibility to handle, track and maintain records of all requests by individuals to access or amend such PHI. Business Associate, as a business associate of Covered Entity, will not have any responsibility to handle, track and maintain records of any such requests except as set forth above or in the Service Agreement.
16. **Documentation and Accounting of Disclosures.** Business Associate shall maintain and make available, promptly upon a request by Covered Entity, the information required to provide an accounting of disclosures, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. §164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate promptly shall forward such request to Covered Entity. Unless otherwise required by amended HIPAA regulations or the Service Agreement, in response to a request from an individual for an accounting of disclosures from an electronic health record maintained or hosted by Business Associate, Covered Entity shall provide the individual with an accounting of disclosures in accordance with HITECH §13405(c)(3)(A). Unless otherwise required by changed HIPAA regulations or the Service Agreement, with respect to Business Associate, Covered Entity may not elect to provide an individual with Business Associate's name and contact information under HITECH §13405(c)(3)(B).
17. **Business Associate Performing Covered Entity's Obligations (If Applicable).** To the extent that Business Associate is required by this BAA or the Service Agreement to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
18. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI received from Covered Entity, or created or received by Business Associate on Covered Entity's behalf, available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA.
19. **Term and Termination.** The Term of this BAA shall be effective as of the effective date of the Service Agreement and shall terminate on the termination or expiration of the Service Agreement, or on the date Covered Entity terminates this BAA as authorized below, whichever is sooner.

Covered Entity: (i) may terminate this BAA immediately if Covered Entity reasonably determines that Business Associate has violated a material term of HIPAA or this BAA; or (ii) at Covered Entity's option, may permit Business Associate to cure or end any such violation within thirty (30) calendar days of Business Associate's receipt of written notification of violation.
20. **Effect of Termination of BAA.** Upon the termination or expiration of this BAA for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf

of Covered Entity, shall do the following:

- (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or for which it is not feasible for Business Associate to return or destroy, unless said information has been de-identified and thus is no longer PHI. The Parties agree that the return or destruction of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity in any format other than that in which Business Associate originally received such PHI, including pooled or aggregated data, is not feasible and that such PHI must be retained by Business Associate to defend its work product, for future audits, and for other reasons which make returning the same infeasible;
- (b) Unless otherwise agreed to by the Parties, Business Associate, at its option, either will return to Covered Entity or destroy other PHI (i.e., PHI not covered by Section 20(a)) that the Business Associate still maintains in any form, recorded on any medium, or stored in any storage system;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI that is retained pursuant to Section 20(a), in order to prevent use or disclosure of the PHI (other than as provided for in Section 20(d)), for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate pursuant to Section 20(a), other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this BAA which applied prior to termination; and
- (e) Unless otherwise agreed to by the Parties, Business Associate, at its option, will return or destroy the PHI that was retained by Business Associate pursuant to Section 20(a) when it is feasible to do so and the PHI no longer is needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Business Associate shall remain bound by the provisions of this BAA, which shall survive even after termination or expiration of the Service Agreement or BAA, with respect to any PHI which remains in its possession.

21. **Covered Entity Obligations.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. §164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. §164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity shall not request that Business Associate use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose PHI for data aggregation or management and administration and legal responsibilities of Business Associate.

22. **Third-Party Rights.** The terms of this BAA do not grant any rights to any parties other than Business Associate and Covered Entity.

23. **Independent Contractor Status.** For the purposes of this BAA, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

24. **Covered Entity Responsibility to Maintain Current Contact Information.** Covered Entity shall be responsible for providing Business Associate with accurate and up-to-date contact information for all critical personnel designated to receive notices, announcements, and other communications related to this BAA or Services Agreement. This includes, but is not limited to, email addresses, phone numbers, and mailing addresses. Covered Entity shall promptly notify Business Associate in writing of any changes to such contact information to ensure uninterrupted communication. Business Associate shall not be liable for any delays or failures in communication resulting from the

Covered Entity’s failure to provide current or accurate contact information.

- 25. **Changes in the Law.** The Parties agree that, with no further action required by the Parties, this BAA shall be deemed automatically amended to include and incorporate amendments or revisions to HIPAA and/or HITECH, so that the Parties remain in compliance with such amendments or revisions. All references to regulations or provisions of HIPAA and/or HITECH herein shall be deemed also to refer to any amendment or revision thereto and/or to any successor regulation.

If, as a result of any amendments or revisions to HIPAA and/or HITECH, both Parties determine that modifications to the terms of this BAA: (i) may not be deemed to be automatically incorporated into this BAA; and (ii) are strictly required by HIPAA or HITECH to be reduced to writing, the Parties agree to take such action as is necessary to enter into a mutually acceptable amendment to this BAA, which addresses the legal changes that are required to be reduced to writing. The Parties agree that this BAA may only be modified by mutual written amendment, signed by both Parties, effective on the date set forth in the amendment. Neither Party has the right to amend or alter the provisions of this BAA unilaterally.

Interpretation and Conflicts. Any ambiguity in this BAA shall be interpreted to permit compliance with HIPAA and HITECH. If there is any direct conflict between the Service Agreement and this BAA, the terms and conditions of this BAA shall control. Both Parties agree that all disputes arising out of or relating to this BAA will be subject to mandatory binding arbitration under the rules of Judicial Administration and Arbitration Services (“JAMS”) in effect at the time of the submission, as modified by this Section 25. The arbitration will be heard and determined by a single arbitrator selected by mutual agreement of the Parties or, failing agreement, within thirty (30) days following the date of receipt by the respondent of the claim, selected by JAMS. Such arbitration will take place in New York, New York. The arbitration award so given will be a final and binding determination of the dispute and will be fully enforceable in any court of competent jurisdiction. Except in a proceeding to enforce the results of the arbitration or as otherwise required by law, neither Party nor any arbitrator may disclose the existence, content or results of any arbitration hereunder without the prior written agreement of both Parties.

IN WITNESS WHEREOF, each of the undersigned has caused this BAA to be duly executed in its name and on its behalf by its duly authorized representative, effective on the date first written below.

BUSINESS ASSOCIATE:

COVERED ENTITY:

PointClickCare Technologies Inc.

West Virginia Veterans Nursing Facility
[enter name of legal entity that owns or manages Covered Entity]

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

I have authority to bind this company.

I have authority to bind this company.

This agreement (the “*Master Subscription Agreement*” or “*MSA*”) is made between West Virginia Veterans Nursing Facility on behalf of itself and the entities listed in Schedule 3 attached to this MSA (and any entities listed on any signed Order Form) (collectively, “*Customer*”) and PointClickCare Technologies Inc. dba PointClickCare and its affiliated companies (collectively, “*PointClickCare*”) and governs Customer’s use of, and access to, PointClickCare electronic health record and related cloud-based services. The terms “*MSA*” or “*Master Subscription Agreement*”, where applicable, means the Master Subscription Agreement and all attachments (inclusive of any Order Forms).

1. PointClickCare’s Responsibilities

- 1.1 **PointClickCare’s Services Commitment.** PointClickCare will: (i) make the Services, as ordered by Customer pursuant to an *Order Form*, which shall be deemed part of, and subject to, this MSA, available to Customer and Users; (ii) make the Services and PointClickCare customer support available in accordance with PointClickCare’s *Service Levels and Support Addendum* (“*SLA*”) attached to this MSA as Schedule 2; (iii) make available “for fee” consulting and professional and other services as set out in separate Quotes/Order Forms, and/or Statements of Work, and governed by PointClickCare’s *Professional Services Addendum* attached to this MSA as Schedule 1 (“*Professional Services*”); and (iv) provide the Services, including the Professional Services, in accordance with applicable laws and government regulations governing Services of the type provided by PointClickCare. “*Services*” means (a) the provision of access to, and participation in, (i) PointClickCare’s cloud-based electronic health record platform, including its clinical and financial management solutions, and (b) related support services, configurations, implementations, documentation, and training services, in each case pursuant to an Order Form. “*Users*” means individuals who are authorized by Customer to use and access the Services in accordance with this MSA and, as applicable, the Terms of Use, and who have been supplied user identifications and passwords by Customer in accordance with PointClickCare’s reasonable security and user-credentialing requirements as PointClickCare may communicate to Customer from time to time. Users may include Customer’s employees, consultants, contractors, and agents, including qualified medical professionals, as determined and monitored by Customer.
- 1.2 **PointClickCare’s Mobile Applications.** Customer may pursuant to an Order Form order any or all of PointClickCare’s mobile applications (“*Mobile Apps*”), which may be downloaded, installed and used on Users’ mobile devices. Customer acknowledges Mobile Apps require a User’s agreement, on a per-device basis, to an end user license agreement in order to download, install and use such applications.
- 1.3 **PointClickCare’s Protection of Customer’s Resident/Patient Data.** PointClickCare will: (i) maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of the electronic health records of Customer’s residents and other information considered “Protected Health Information”, “Personal Health Information” or any similar descriptor (“Resident/Patient Data”) as defined in the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (“HIPAA”) and other personally identifiable health information to the extent defined under any more restrictive state law or any similar provincial law (e.g., Ontario’s Personal Health Information Protection Act, 2004). Resident/Patient Data; (ii) obtain third-party security audits that indicate whether the protection and security of Customer’s Resident/Patient Data meet established industry standards for the provision of services comparable to the Services; and (iii) unless otherwise specified, host Customer’s production database containing Resident/Patient Data in Customer’s country of residence provided that: (a) PointClickCare may from time to time access US Customers’ Resident/Patient Data from Canada, and Canadian Customers’ Resident/Patient Data from the United States, for various purposes, including disaster recovery, troubleshooting software and technical issues, and responding to specific Customer requests for data access; and (b) host Canadian Customer’s backup Resident/Patient Data (in double-encrypted form) in the United States. Details of PointClickCare’s data use rights and obligations are set out in Section 5, below, and in the BAA (with US Customers), the Information Manager Agreement (“*IMA*”) with Alberta Customers, and similar agreements with other Canadian Customers.

2. Customer’s Use of the Services

- 2.1 **Customer’s Responsibilities.** As between PointClickCare and Customer, Customer is solely responsible for: (i) Customer’s and Users’ compliance with this MSA and all applicable schedules and addenda; (ii) maintaining its own appropriate administrative, physical and technical safeguards for protecting the security, confidentiality, availability, privacy and integrity of all electronic data or information (“*Data*”) created, received, uploaded, posted, transmitted or stored through Customer’s and Users’ use of the Services, including, without limitation, Resident/Patient Data and text messages sent by Customer or its Users that are processed through a Mobile App (collectively, “*Customer’s Data*”); (iii) the accuracy, quality, and legality of Customer’s Data, as transmitted by Customer to the Services, and the means by which Customer and Users acquire Customer’s Data; (iv) managing Users’ identity and password combinations for use of, and access to, the Services; (v) using commercially reasonable efforts to prevent password theft or loss, or unauthorized access to or use of the Services; (vi) notifying PointClickCare promptly of any password theft, security breach or other unauthorized access to, or use of, the Services; (vii) using the Services 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 relating to Customer’s and Users’ use of the Services and Customer’s and Users’ provision of health care and medical services to Customer’s residents or patients; (viii) establishing implementing, and maintaining comprehensive and robust security and privacy policies, programs, and controls and communicating Customer’s security policies to their own personnel for interfacing and communicating with PointClickCare; (ix) procuring and

maintaining the network connections (including, without limitation, system level access, logon-IDs and rules permitting access to data sets) that allow Users to access and use the Services, including Secure Socket Layer protocol or other protocols accepted by PointClickCare; (x) ensuring Users follow login procedures that support such protocols; (xi) 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; (xii) installing and configuring endpoint and network security, anti-virus software and network firewalls for systems that interface with PointClickCare's systems; (xiii) informing PointClickCare of any changes to the individuals authorized to act as Users; (xiv) taking any other actions that a health care provider should, in the normal course of dealing with Resident/Patient Data, to protect the confidentiality of such data; (xv) determining the accuracy of all of Customer's 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 (xvi) terminating any User's access to Services: (a) when a User ceases to perform work on behalf of Customer; or (b) if a User breaches any term of this MSA. Customer is responsible for all acts and omissions of any User in connection with User's access and use of Services. PointClickCare reserves the right to restrict or terminate a User's access to Services if PointClickCare determines in its reasonable discretion that such access has or may have an adverse effect to PointClickCare, including, without limitation, with respect to PointClickCare's business or Services.

- 2.2 Prohibited Actions.** Customer shall not, and shall ensure Users do not: (i) make the Services available to anyone other than Users; (ii) sell, resell, lease or timeshare the Services, or assign or transfer the Services except as set forth in Section 13.10; (iii) use the Services to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any of the following: (a) malicious code, (b) illegal information or communications, (c) content or Data that would falsely represent Customer's or any User's identity or qualifications, (d) content or Data that constitutes a breach of any individual's privacy or other legal rights, (e) advertisements or any other unsolicited communications, or (f) any information, software, or content that is not legally Customer's and may infringe the rights of any person, including intellectual property rights; (iv) interfere with, or disrupt the integrity or performance of, the Services or third-party Data; (v) attempt to gain access to any other entity's services, or systems, networks, or related Data that Customer does not have a legal right to access; (vi) copy, duplicate, frame, or mirror any part of the Services, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes; (vii) derive specifications from, modify, decompile, de-construct, reverse engineer, translate, record, or create any derivative works based on the Services; (viii) access the Services if Customer is a health information technology company (or an affiliate, agent, or consultant thereof) or otherwise has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system in any way competitive with the Services; (ix) copy any features, functions, or graphics of the Services; (x) access the Services or allow any employee, contractor or agent to access the Services, with, for example, any automated or other process such as robotic process automation, screen scraping/data scraping/web scraping, by using robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose; or (xi) access the Services in such a way that adversely impacts the performance of the Services. 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, Section 4001-4006, and its implementing regulations, as may be amended from time-to-time.
- 2.3 Beta Services.** From time-to-time PointClickCare may invite Customer to access and use services not generally available ("**Beta Services**"). Customer may accept or decline any such trial in Customer'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.
- 2.4 Clinical and Billing/Coding Responsibilities.** The parties acknowledge and agree that PointClickCare does not provide medical or health care or billing/coding services. PointClickCare is not responsible in any manner for overall patient care, patient care recommendations or referrals, or patient outcomes. The parties represent and warrant that they will at all times respect the independence of physicians' and other clinicians' clinical judgment (if any). PointClickCare will not have any control or direction over the methods by which physicians or other clinicians perform their professional and medical responsibilities hereunder. PointClickCare makes no representations as to the quality or adequacy of medical services or course of treatment, accuracy of diagnoses, or the appropriateness of medical evaluations or opinions rendered by Customer or its healthcare practitioners. Customer acknowledges and agrees that the professional duty to treat the patient and to bill/code appropriately lies solely with Customer, and use of information contained in, or entered into, or provided through or by the Services in no way replaces or substitutes for the professional judgment or skill of Customer. Customer is responsible and liable for the treatment of patients as to whom Customer and its personnel access or use the Services, including responsibility for personal injury or loss of life. PointClickCare is not a health plan or healthcare provider, and it cannot and does not independently review or verify the medical accuracy or completeness of the medical information entered into, or made available to/by it in, the Services. Use of, and access to, the Services, including, but not limited to, clinical information and billing/coding/MDS information therein, is at the sole risk and responsibility of Customer.

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, including pharmacies, 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 Services ("**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 (including, without limitation, as required in connection with changes to the third-party license agreements for the Integrated Services), and further reserves the right to pass through to the Customer 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.** Customer consents to the use of Embedded Technology within the Services. In order to subscribe to use certain Embedded Technology, Customer may be required to agree to additional terms and conditions specific to that Embedded Technology. For greater certainty, the definition of "Services" in this MSA includes "Embedded Technology", provided that Customer has agreed to any additional terms (i.e., an addendum to this MSA) as per the foregoing sentence, if required. If the functions of Embedded Technology require a third party to access Resident/Patient Data, PointClickCare requires the Embedded Technology provider to enter into a HIPAA business associate agreement with PointClickCare.
- 3.3 **Additional Terms Related to Connected Services.** Customer 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 Customer and a Connected Services provider; (ii) Customer is responsible for entering into its own HIPAA business associate agreement (if Customer is located in the United States) or a similar agreement such as an IMA (if Customer is located in Canada) with a Connected Services provider, as applicable; and (iii) Uptime (as defined in the SLA), 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, Customer agrees PointClickCare may allow the provider of such Connected Service to access Customer's Data as required for the interoperation of that Connected Service with the PointClickCare EHR software platform. Customer acknowledges PointClickCare is not responsible for any disclosure, modification or deletion of Customer's Data resulting from access by a Connected Service or its provider. PointClickCare does not warrant or support Connected Services, whether or not they are designated as "certified" or otherwise, except as specified in a Order Form or a specific addendum related to the Connected Service.
- 3.4 **CPT Codes.** Customer acknowledges and agrees that certain Services may include Current Procedural Terminology codes ("**CPT Codes**") made available by the American Medical Association (the "**AMA**") and subject to applicable terms and conditions (i.e., an end-user agreement or other written agreement authorizing use of CPT Codes) imposed by the AMA. To the extent CPT Codes are included in the Services, Customer will ensure that only Users who are required to use CPT Codes in the performance of their services for Customer ("**CPT Users**") access and use such CPT Codes in the applicable Services, and that Customer has been granted an internal use license from the AMA permitting use of the CPT Codes by such Users. Customer will only permit one CPT User to access and use the applicable Services.
- 3.5 **Artificial Intelligence Features.** Customer acknowledges and agrees that the Services provided under this Agreement may include certain functionalities powered by artificial intelligence ("**AI Features**"). These AI Features are designed to provide automated outputs, analyses, and recommendations to assist Customer and its Users in their use of the Services, and have been designed in compliance with healthcare regulatory requirements, where applicable. Customer 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 Customer's intended use.

Customer 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 Customer's business processes. Customer further agrees to exercise its own professional judgment and seek additional professional advice where necessary, particularly where any such AI-generated outputs might have legal, financial, operational, or compliance implications.

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 Customer or its Users' reliance on AI Features.

4. Fees and Payments

- 4.1 **Fees.** Customer shall promptly pay within the term specified therein, all fees specified in Quotes/Order Forms and associated invoices. Fees are not based upon actual usage of any particular application or by any particular facility, and payment obligations are non-cancelable and, subject to Sections 4.6 and 10.6, fees paid are non-refundable. Fees shall be effective for one year after the Effective Date (as defined in Section 10.1), following which PointClickCare may increase fees no more frequently than once annually upon 60

days' notice to Customer. Unless otherwise stated therein, each Order Form shall expire and terminate on the date that is one year after the date of the Order Form if the Services/Professional Services ordered therein have not been activated/implemented and Customer will be issued a new Order Form for the Services/Professional Services at the then-current price. "Order Form" means any statement of work, service quote, service order form, data sharing authorization form, or other ordering document executed by both Customer and PointClickCare that references this MSA and that specifies the Services to which Customer is subscribing. An Order Form shall be deemed to be executed by Customer and PointClickCare if it is signed or electronically accepted by both parties or if it is presented electronically by PointClickCare (including within the Services) and electronically signed or accepted by Customer.

4.2 Resident Capacity [Applicable to Skilled Nursing/Senior Living/Assisted Living providers]. Unless otherwise specified, prices presented in an Order Form are calculated with reference to Customer's published licensed bed count (in the case of skilled nursing facilities) or Customer's maximum facility bed capacity (in the case of senior living and assisted living facilities) ("**Resident Capacity**"). Customer shall promptly notify PointClickCare by email addressed to 'accountservices@pointclickcare.com' of any increases in Customer's Resident Capacity and shall pay all adjusted fees as calculated by PointClickCare. Customer shall annually or upon request provide PointClickCare with a copy of state- or provincially- issued documents setting forth Customer's Resident Capacity. If Customer's actual Resident Capacity exceeds the Resident Capacity it has reported to PointClickCare, Customer shall pay all charges in arrears and adjusted subscription fees during the remainder of the term of this MSA resulting from such unreported increase. Decreases in Resident Capacity shall be similarly reported to PointClickCare and shall entitle Customer to a decrease in fees payable following the date such decrease is reported and approved by PointClickCare, not retroactively applied. PointClickCare, or a third party acting on PointClickCare's behalf, reserves the right to audit Customer books and records as are relevant to the calculation of Customer subscription charge(s) or other fees due for the Services. Customer further agrees to fully co-operate with PointClickCare and to provide PointClickCare with access to all information reasonably necessary for PointClickCare to verify adjustment request details.

4.3 Transferred Facilities.

a) **Customer as Seller.** Where Customer proposes to sell or otherwise transfer one or more facilities, or all or substantially all of the assets of such facilities, (each, a "**Transfer**"), Customer agrees to provide PointClickCare with a minimum of 30 days' written notice of any such proposed Transfer (whether or not such Transfer purports to include an assignment of this MSA or of custody or control of Resident/Patient Data in PointClickCare's proprietary formatting).

Customer agrees to send such notice to their Customer Success Manager. Customer agrees to inform the buyer about this MSA and about any outstanding amounts hereunder, and Customer agrees to pay any such outstanding amounts in full prior to completing the Transfer. Customer acknowledges and agrees that the failure to notify PointClickCare of a Transfer and/or to pay all outstanding amounts prior to the Transfer shall result in Customer being liable for any and all resulting damages, including outstanding amounts owing for Services/Professional Services, PointClickCare's attorneys' fees, and any and all costs to enforce this Section 4.3(a), together with any other damages that may be collectible under applicable law.

Customer will provide PointClickCare with timely written authorization for the transfer to the buyer of a minimum of the last ten (10) years of Data, including, at a minimum, all Resident/Patient Data in PointClickCare's proprietary formatting related to the residents/patients currently on the facility's census (or facilities' censuses) for the last ten (10) years. In the event that Customer does not provide a timely written authorization, Customer hereby agrees that PointClickCare is authorized to transfer such Data, with or without authorization.

Customer agrees that PointClickCare's provision of transition services may be billable, including in connection with the transfer of ownership of one or more of Customer's facilities.

In the event that there is a dispute related to Data transition, Customer will defend, indemnify, and hold harmless PointClickCare from any costs or expenses it incurs related to the dispute, including, without limitation, attorney fees' related to the same. Payment for such indemnification is due upon receipt of invoice for the same from PointClickCare.

b) **Customer as Future Buyer.** If Customer is the buyer in a Transfer where the seller is a current PointClickCare customer, Customer acknowledges that, in order to ensure the transfer of the Resident/Patient Data in PointClickCare's proprietary format from the seller's PointClickCare database to the Customer's PointClickCare database, Customer must perform due diligence to investigate whether the seller's account with PointClickCare is current and, where there is an outstanding amount due to PointClickCare, either: (i) contractually require that the seller pay the outstanding amount to PointClickCare in full prior to the Transfer, or (ii) arrange to pay seller's outstanding PointClickCare bill as part of the purchase price for the facility or facilities. Customer acknowledges that failure to do the foregoing may result in no Resident/Patient Data in PointClickCare's proprietary format being transferred to Customer and further acknowledges that Customer may instead have to rely on the seller making paper or .pdf records available to Customer for continuity of care purposes. Customer will also be responsible for providing PointClickCare with timely written

authorization for the transfer from the seller to the Customer of a minimum of the last ten (10) years of Data, including, at a minimum, all Resident/Patient Data in PointClickCare's proprietary formatting related to the residents/patients currently on the acquired facility's census (or facilities' censuses) for the last ten (10) years.

Customer agrees that PointClickCare's provision of transition services may be billable including in connection with Customer's purchase of one or more facilities from another PointClickCare customer.

In the event that there is a dispute related to Data transition, Customer will defend, indemnify, and hold harmless PointClickCare from any costs or expenses it incurs related to the dispute, including, without limitation, attorney fees' related to the same. Payment for such indemnification is due upon receipt of invoice for the same from PointClickCare.

- c) **Customer as Management Company.** If Customer manages the use of, and access to, the Services for any facility on behalf of such facility's owner, Customer acknowledges the wellbeing of residents/patients of any such facility is of paramount importance and, if Customer ceases to manage any such facility for any reason (including, but not limited to, a payment dispute with the owner), Customer shall: (i) take all necessary actions to effect the transfer of Resident/Patient Data in PointClickCare's proprietary format to the owner of any such facility (or to the owner's designee); (ii) until such transfer of Resident/Patient Data is complete, grant use of, and access to, the Services to users designated by the owner of any such facility (or by the owner's designee) who require it to provide clinical care to the residents/patients in any such facility or to respond to payer or regulatory or other appropriate inquiries; (iii) take no actions that could limit the ability of such designated users to use and access the Services to provide clinical care to the residents/patients in any such facility; (iv) take all necessary actions to effect the transfer of accounts payable and any other financial data in Customer's PointClickCare database to the database of the owner or the owner's designee; and (v) ensure that it fulfills any requests for resident/patient information or legally compelled subpoenas/discovery requests in lieu of burdening PointClickCare with the same.

For greater clarification, and in the event that Customer (as management company) and the facility's owner disagree about who actually owns the facility or who may access the Resident/Patient Data, the owner shall be defined as the legal entity whose name appears on the state-issued bed license (or similar provincial documentation as applicable) for the facility, or the state issued corporate entity, or the legal entity that has been granted ownership or custodial status in a receivership proceeding or in a similar court determination. In such instance, PointClickCare is authorized to provide access to, and transfer such Resident/Patient Data to, said entity, and Customer (management company) will provide PointClickCare with timely written authorization for the transfer to the owner a minimum of the last ten (10) years of Data, including, at a minimum, all Resident/Patient Data in PointClickCare's proprietary formatting related to the residents currently on the facility's census (or facilities' censuses) for the last ten (10) years. In the event that Customer does not provide a timely written authorization, Customer hereby agrees that PointClickCare is authorized to transfer such Data, with or without authorization.

Customer agrees that PointClickCare's provision of transition services may be billable. In the event that there is a dispute related to Data transition, Customer will defend, indemnify, and hold harmless PointClickCare from any costs or expenses it incurs related to the dispute, including, without limitation, attorney fees' related to the same. Payment for such indemnification is due upon receipt of invoice for the same from PointClickCare.

- d) **No Assignment of MSA.** In the event of any Transfer, the transferee or assignee of assets must enter into a new MSA with PointClickCare, unless otherwise agreed to by PointClickCare.

4.4 **Invoicing and Payment.** PointClickCare shall invoice Customer in accordance with the relevant Order Form and the terms specified therein. Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the invoice date. Customer acknowledges that if Customer is not timely paying its invoices, charges may become due immediately upon issuance of the invoice. Customer agrees to make payments by automated clearing house (which will be initiated and scheduled by PointClickCare) or other form of electronic payment acceptable to PointClickCare. Customer is responsible for providing complete and accurate billing and contact information and notifying PointClickCare of any changes to such information.

4.5 **Overdue Charges.** PointClickCare may charge interest on overdue amounts at the rate set out in the relevant invoice. Customer will be liable for any and all costs associated with the recovery of such payment, including court costs and reasonable attorney fees. If Customer has failed to pay any amounts when due, PointClickCare may suspend PointClickCare's provision of the Services to Customer, including financial modules, Professional Services and support services and may, upon reasonable notice, terminate this MSA for cause, cease its provision of the Services/Professional Services and return (or make available access to for a reasonable time, in its sole discretion) Customer's Data. The notice of termination will set out the processes, procedures and formats by which Customer's Data will be made available to Customer, provided that PointClickCare will have no obligation to print or otherwise convert Customer's Data to a Customer-preferred format.

- 4.6 **Fee Disputes.** If Customer reasonably and in good faith disputes any fees, Customer must provide PointClickCare with written notice of such dispute within 90 days of the applicable invoice date, after which period Customer's right of dispute expires. Customer must cooperate diligently with PointClickCare to resolve the dispute and pay all undisputed fees when due. PointClickCare will not exercise its rights under Section 4.5 in connection with fees disputed pursuant to this Section 4.6.
- 4.7 **Taxes.** All quoted prices exclude federal and state or provincial sales, excise, use, goods and services, and value added or similar taxes ("**Taxes**"). Customer acknowledges it shall be responsible for the payment of any such Taxes to PointClickCare. If Customer is a tax-exempt entity, it will have no tax obligations under this MSA for so long as Customer maintains such status, provided that it delivers to PointClickCare a copy of its certificate of tax-exempt status or other similar evidence that is reasonably satisfactory to PointClickCare. In the event PointClickCare is assessed Taxes, interest, penalty by any taxing authority in relation to one or more of Customer's invoices, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.
- 4.8 **Currency.** All references to "dollars" or the symbol "\$" in this MSA or any associated Order Form(s) shall be deemed to refer to: (i) United States dollars (USD) if the Customer is located in the United States; and (ii) Canadian dollars (CAD) if the Customer is located in Canada. The applicable currency, as specified above, shall govern all payments and monetary transactions under this MSA.

5. Data and Proprietary Rights

- 5.1 **PointClickCare's Ownership of the Services.** Subject to the limited authorization granted to Customer under this MSA, PointClickCare reserves all rights, title and interest in and to the Services, including all related intellectual property rights to the underlying software, including any enhancements, modifications, updates, or improvements thereto. Customer acknowledges and understands that Customer is obtaining only a subscription to use the Services 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 Customer under this MSA.
- 5.2 **Customer Right to Use and Access the Services.** Subject to the terms and conditions of this MSA, PointClickCare hereby authorizes Customer to access and use, and permit Users to access and use, the Services during the term of this MSA, solely for Customer's internal business purposes. This authorization is non-exclusive, revocable, and non-transferable (except under Section 13.10).
- 5.3 **Feedback.** Customer hereby grants PointClickCare a royalty-free, fully paid up, worldwide, irrevocable, sublicensable (through multiple tiers), transferable and perpetual license to copy, distribute, display, modify and otherwise use any suggestions, enhancement requests, recommendations, or other feedback relating to the Services provided by Customer and Users ("**Feedback**"), including, without limitation, the right to make, offer for sale and sell any products or services incorporating such Feedback. Notwithstanding the foregoing, Customer is under no obligation to provide Feedback to PointClickCare.
- 5.4 **Customer's Ownership of Customer's Data.** Except as provided in this MSA, Customer acknowledges and agrees that Customer owns Customer's Data as it is provided or otherwise made available by Customer or its Users, but acquires no right, title, or interest in PointClickCare's proprietary format or display of Customer's Data or any derivative data Customer acknowledges and agrees that Customer will only use PointClickCare's proprietary format or display of Customer's Data if Customer has paid for the right to do so as specifically set forth in an Order Form or has downloaded a hard copy or .pdf version of Customer's Data. Customer acknowledges and agrees PointClickCare will perform daily backup of Customer's Data for disaster recovery purposes and grants PointClickCare the right to access and copy Customer's Data for that purpose. Customer's Data will, following its return to Customer, be retained by PointClickCare where specifically required by law. Except as expressly set forth in this MSA or the BAA, PointClickCare has no obligation or liability for any loss, alteration, destruction, damage, corruption or recovery of Customer's Data. Except as expressly granted by Customer under this MSA and under a BAA, IMA or similar agreement where applicable, PointClickCare acquires no right, title, or interest from Customer in or to Customer's Data, including any intellectual property rights therein.
- 5.5 **License to use Customer Data.** Customer hereby grants to PointClickCare a non-exclusive, royalty-free, world-wide, fully paid up, and sublicensable (to contractors performing services on behalf of PointClickCare) right and license to host, copy, transmit, display, create derivative works of, and otherwise use and disclose Customer's Data as set forth in Section 5.
- 5.6 **Aggregate Usage Data.** Except for Resident/Patient Data (the usage of which is governed by the BAA, IMA or other similar agreement) and other personally identifiable Data within Customer's Data that is subject to the California Consumer Privacy Act (if any), PointClickCare may use Customer's Data and other Data collected by PointClickCare with respect to Customer's and Users' access to, and use of, the Services: (i) for the analysis, development, improvement and provision of the Services 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 Services.
- 5.7 **Compelled Disclosure and Patient Requests for Access.** PointClickCare is not responsible for fulfilling information requests, either at the request of the patient (e.g., a HIPAA right of access request), or in response to a subpoena or other legally compelled discovery.

Customer is responsible for all such information requests. Customer acknowledges that Customer has access to provide all patient information in request to a subpoena or the like, and that PointClickCare being involved in, or responding to, such requests is a time-consuming burden that should not be shifted to PointClickCare.

If PointClickCare receives a request for patient information, or a subpoena or other legally compelled discovery request, then: (a) PointClickCare will give Customer notice of such request (if the request is one where PointClickCare can readily determine that Customer's patient information is being sought); and (b) afford Customer the opportunity to object to such disclosure. Such notice and opportunity to object will be deemed to have occurred if Customer's attorney is copied on the subpoena/discovery request issued to PointClickCare, or if Customer/their attorney is contacted by PointClickCare's counsel (in any manner). Customer will ensure that its attorneys use best efforts to avoid burdening PointClickCare with subpoena/discovery requests. Customer is responsible for, and must pay within 30 days of receipt of invoice, any/all of PointClickCare's attorney fees, costs, and expenses (including the time/cost/hourly billing rate of internal staff used at PointClickCare related to the discovery request) related to fulfilling, or objecting to, or complying with, or in any way dealing with the request. PointClickCare may disclose Customer's Data if it is compelled by law to do so, provided that it gives Customer prior notice of such compelled disclosure (to the extent legally permitted), and in the manner set forth above and reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure.

6. Confidentiality

- 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 Customer's Data (excluding Resident/Patient Data), the terms and conditions of all Quotes/Order Forms and this MSA, business and marketing plans, technology and technical information, product plans and designs, and business processes. Confidential Information does not include Resident/Patient Data, which the parties shall treat in accordance with the BAA and applicable provisions in this MSA. 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. Customer may discuss with another party, in general terms, the types of services PointClickCare provides and Customer's opinion of PointClickCare's provision of these services (to the extent that the use or disclosure of such Customer Data for the purposes described herein would require such consent).
- 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, or as allowable by, this MSA; 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 this MSA and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those set forth in this MSA. Unless legally compelled to do so or unless allowed by this MSA or other agreements between the parties, 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.

7. Representations, Warranties, Acknowledgments and Disclaimers

- 7.1 **Customer's Representations and Warranties.** Customer represents and warrants that: (i) it has validly entered into this MSA and has the legal power to do so; (ii) its subscription for the Services/Professional Services 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 features; and (iii) it has all rights, licenses and consents necessary to grant to PointClickCare the rights and licenses granted hereunder with respect to Customer's Data (including, for greater certainty, consent of any individual to whom such Customer Data pertains).
- 7.2 **Customer's Acknowledgments.** Customer understands, acknowledges and agrees that: (i) PointClickCare has made no representations or warranties that use of the Services will ensure Customer's compliance with all applicable laws, rules, and regulations and that PointClickCare does not warrant compliance with such laws, rules, and regulations through Customer's use of the Services, including, without limitation, any/all Services related to MDS, coding, or billing; (ii) Customer assumes all risks associated with Customer's use of the Services in relation to the provision of health care and medical and billing services and applicable laws, rules, and regulations related thereto; (iii) the Services are not appropriate or available for use in all countries and certain other jurisdictions; (iv) Customer is prohibited from accessing materials from jurisdictions where the contents of such materials are illegal; (v) Customer accepts all updates to the Services, including tools, utilities, improvements, or general updates to improve and enhance the features and performance of the Services; (vi) the Services are cloud-based services intended to deliver non-critical, non-emergency messages between Users; (vii) the Services 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; (viii) PointClickCare is not a health care provider, does not provide medical or billing or coding

advice, and the Services are not a substitute for any medical facility's current systems of administering and safeguarding medical treatment and/or medicine or billing/coding; (ix) there may be occasional communication failures or delays in the delivery or receipt of properly sent communications that are beyond PointClickCare's control; (x) Customer does not expect the Services to perform at the same level of performance and/or reliability reasonably expected from medical devices used in the delivery of critical medical care; (xi) the limitations and the remedies set forth in this MSA are reasonable and will not fail of their essential purpose; and (xii) if any part of Section 7 is found to be unenforceable by any court or competent authority or would be found to be unenforceable if it were interpreted or construed in a particular way, then, the relevant wording should be interpreted or construed so as to avoid such a finding and that, in the event of such a finding, the remainder of the provision in question will be interpreted or construed to give it full effect.

7.3 PointClickCare's Representations and Warranties. PointClickCare represents and warrants that: (i) it has validly entered into this MSA and has the legal power to do so; (ii) the Services/Professional Services do not infringe or misappropriate the intellectual property rights of any third party; (iii) it is the owner of the Services and has procured the appropriate licenses so that Customer has the right to use any Embedded Technology; (iv) there is no outstanding litigation, arbitration, or other dispute to which PointClickCare is a party which, if decided unfavorably to PointClickCare, would reasonably be expected to have a material adverse effect on PointClickCare's ability to fulfill its obligations under this MSA; (v) the Services are duly protected with "up-to-date" and commercially reasonable security software designed to detect and/or prevent viruses, unauthorized access, theft, destruction, and corruption that would affect the Services; and (vi) the functionality of the Services shall not be decreased materially during the term of this MSA. PointClickCare will use commercially reasonable efforts to achieve, in all material respects, the functionality described in any documentation PointClickCare may provide and, if PointClickCare is unable to achieve such functionality, Customer's sole and exclusive remedy shall be to terminate such Services and the MSA.

7.4 POINTCLICKCARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES. EXCEPT AS DESCRIBED IN THIS MSA, THE SERVICES ARE PROVIDED "AS IS" AND, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, POINTCLICKCARE, POINTCLICKCARE'S AFFILIATES AND POINTCLICKCARE'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. POINTCLICKCARE DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT, OR DATA TRANSMITTED THROUGH THE SERVICES. POINTCLICKCARE AND ITS SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT CUSTOMER'S USE OF THE SERVICES SHALL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS, INCLUDING STATUTES OR REGULATIONS OR BILLING OR CODING REQUIREMENTS AND POINTCLICKCARE ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, UP-TO-DATE STATUS, OR COMPLETENESS OF THE RESIDENT/PATIENT DATA, NOR THE RESIDENT/PATIENT DATA'S COMPLIANCE WITH ANY LEGAL OBLIGATIONS. THIS DISCLAIMER APPLIES, BUT IS NOT LIMITED TO: (I) HIPAA, INCLUSIVE OF THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 C.F.R. PARTS 160 AND 164; (II) THE *HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT* (TITLE XIII OF THE *AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009*) AND ANY AMENDMENTS OR IMPLEMENTING REGULATIONS; (III) THE *GRAMM-LEACH-BLILEY ACT OF 1999*; (IV) THE *SARBANES-OXLEY ACT OF 2002*; AND (V) OTHER APPLICABLE FEDERAL, PROVINCIAL (INCLUDING THE *PERSONAL HEALTH INFORMATION PROTECTION ACT, 2004* IN ONTARIO AND SIMILAR LAWS IN OTHER PROVINCES) OR STATE STATUTES OR REGULATIONS. CUSTOMER HAS SOLE RESPONSIBILITY FOR ENSURING THAT CUSTOMER'S (AND USERS') USE OF THE SERVICES IS IN ACCORDANCE WITH APPLICABLE LAW.

CUSTOMER ALSO ACKNOWLEDGES AND AGREES THAT THE SERVICES AND RESIDENT/PATIENT DATA ARE NOT INTENDED TO BE MEDICAL ADVICE OR INSTRUCTIONS FOR MEDICAL DIAGNOSIS, TREATMENT, OR CARE OF PERSONS BY POINTCLICKCARE. THE SERVICES ARE NOT A SUBSTITUTE FOR PROFESSIONAL MEDICAL ADVICE, EXAMINATION, DIAGNOSIS, OR TREATMENT, AND SHOULD NOT BE USED TO DIAGNOSE, TREAT, CURE, OR PREVENT ANY MEDICAL CONDITION WITHOUT THE SUPERVISION OF A DOCTOR OR QUALIFIED HEALTHCARE PROVIDER.

8. Indemnities

8.1 Indemnification by PointClickCare. PointClickCare will defend Customer against any claims, demands, suits, actions, proceedings, or judgments (collectively, "**Claims**") made or brought against Customer by a third party alleging that Customer's use of the Services as permitted under this MSA infringes or misappropriates the intellectual property rights of a third party (a "**Claim Against Customer**"). PointClickCare will indemnify Customer against the resulting direct damages and attorneys' fees finally awarded against Customer by a court of competent jurisdiction as a result of a court-approved settlement of a Claim Against Customer, provided that Customer must: (a) promptly give PointClickCare written notice of the Claim Against Customer; (b) give PointClickCare sole control of the defense and settlement of the Claim Against Customer (provided that PointClickCare may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide PointClickCare all reasonable assistance, at PointClickCare's expense. In the event of a Claim Against Customer, or if PointClickCare reasonably believes the Services may infringe or misappropriate the rights of any third party, PointClickCare may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching PointClickCare's warranties; (ii) obtain a license for Customer's continued use of the

Services in accordance with this MSA; or (iii) terminate this MSA in accordance with its termination provisions.

- 8.2 Indemnification by Customer.** Customer, and not PointClickCare, will be fully responsible for any uses made of the Services by Customer, its agents, employees and representatives and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon. Additionally, and notwithstanding any other provision of this MSA or any Order Form, PointClickCare will not be responsible for any warranty non-conformity which arises as a result of: (i) any act or omission of Customer; (ii) any person making revisions or modifications to the Services; or (iii) any failure of any component of software, equipment, internet, or any Customer-supplied software or equipment or other third-party materials. Customer will defend PointClickCare, its officers, directors, employees, agents, affiliates, the third parties referred to in Section 3 and the suppliers contracted by PointClickCare to deliver all or part of the Services ("**Indemnitees**") against any Claims made or brought against an Indemnitee by a third party alleging personal injury, tort, medical malpractice, or other acts, errors, or omissions in the delivery of medical care or medical information or billing/coding or which otherwise arise out of, or are in any way connected with, Customer's Data (including PointClickCare's use thereof in accordance with this MSA or the BAA, IMA or similar agreement where applicable), Customer's and Users' access to or use of the Services, Customer's or Users' negligent or wrongful act(s), or Customer's or Users' violation of applicable law (a "**Claim Against PointClickCare**"). Customer will indemnify and defend the Indemnitees from and against the resulting direct damages and attorneys' fees, whether or not such Claims Against PointClickCare were foreseeable, provided that PointClickCare must: (a) promptly give Customer written notice of the Claim Against PointClickCare; (b) give Customer sole control of the defense and settlement of the Claim Against PointClickCare (provided that Customer may not settle any Claim Against PointClickCare unless the settlement unconditionally releases PointClickCare of all liability); and (c) provide Customer all reasonable assistance, at Customer's expense.
- 8.3 Indemnity Exclusions.** The indemnification obligations set forth in Section 8.1 do not apply to Claims to the extent that they arise from: (a) Customer's use of the Services in violation of this MSA or applicable law; (b) Customer's negligent acts or omissions; (c) Customer's use of the Services after PointClickCare notifies Customer to discontinue use because of an infringement claim; or (d) modifications to the Services or use of the Services in combination with any software, application or service not made or provided by PointClickCare or any specifications, content, Resident/Patient Data, or intellectual property provided by Customer. The indemnification obligations set forth in Section 8.2 do not apply to Claims to the extent Customer is prohibited by statute or regulation from providing them.
- 8.4 Exclusive Remedy.** This Section 8 sets forth the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of Claim described in this Section 8.

9. Limitation of Liability

- 9.1 No Responsibility.** PointClickCare shall not assume responsibility 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) that are not owned or operated by PointClickCare; or (ii) the reliability or performance of any connections, computer networks, or telecommunications facilities (including but not limited to the internet) that are not owned or operated by PointClickCare.
- 9.2 EXCLUSION OF DAMAGES.** NOTWITHSTANDING ANY OTHER PROVISION IN THIS MSA, AND TO THE EXTENT SUCH EXCLUSIONS ARE PERMITTED BY APPLICABLE LAW, NEITHER CUSTOMER NOR POINTCLICKCARE SHALL BE LIABLE FOR, NOR SHALL THE MEASURE OF DAMAGES UNDER THIS MSA INCLUDE: ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES OR DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S OR POINTCLICKCARE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS MSA OR CUSTOMER'S USE OF THE SERVICES; LOST PROFITS OR INTEREST OR REVENUE OR GOODWILL OR DATA OR IMAGES OR BUSINESS OPPORTUNITIES OR BUSINESS INTERRUPTION; LOSS OF USE; THE COST OF PROCUREMENT OF SUBSTITUTE ITEMS OR SERVICES; COST OF CAPITAL; OR CLAIMS OF THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, CLAIMS RELATED TO MEDICAL MALPRACTICE, MEDICAL DIAGNOSIS, OR OTHER LIABILITIES FROM THE USE OF THE SERVICES); REGARDLESS OF WHETHER OR NOT POINTCLICKCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND REGARDLESS OF HOW CAUSED OR ALLEGED TO BE CAUSED, AND REGARDLESS OF WHETHER THE ALLEGATION IS GROUNDED IN WARRANTY, NEGLIGENCE, TORT, STRICT LIABILITY, BREACH OF CONTRACT, CIVIL LIABILITY OR OTHER CAUSE OF ACTION OR CLAIM UNDER OR IN CONNECTION HERewith OR THE SUBJECT MATTER HEREOF, AND REGARDLESS OF WHETHER MADE IN THE FORM OF AN ALLEGATION, DEMAND, SUIT, ACTION, OR OTHER PROCEEDING OF ANY KIND.

THE MAXIMUM LIABILITY OF POINTCLICKCARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS MSA OR THE SERVICES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE SERVICES IN THE TWELVE-MONTH PERIOD PRIOR TO THE DATE OF THE APPLICABLE CLAIM. THIS LIMITATION OF LIABILITY APPLIES TO ALL CAUSES OF ACTION INCLUDING BREACH OF CONTRACT, TORT LIABILITY AND NEGLIGENCE.

- 9.3 EXCEPTIONS.** THE LIMITATIONS AND EXCLUSIONS OF LIABILITY SET FORTH IN SECTION 9.2 DO NOT APPLY TO: (A) INDEMNIFICATION OBLIGATIONS IN SECTION 8; (B) LIABILITY RESULTING FROM THE FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY; (C) DAMAGES OCCASIONED BY IMPROPER OR WRONGFUL TERMINATION OF THIS MSA OR ABANDONMENT OF ALL OR SUBSTANTIALLY ALL OF THE WORK REQUIRED TO PERFORM THE SERVICES; (D) FAILURE OF CUSTOMER TO PAY ANY AMOUNTS OWING TO POINTCLICKCARE;

OR (E) A PARTY'S MISAPPROPRIATION OF THE INTELLECTUAL PROPERTY OF THE OTHER PARTY.

9.4 **Limitation on Filing Claims.** No claim against PointClickCare of any kind, under any circumstances, will/may be filed more than one year after Customer 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.

10. Term and Termination

10.1 **Term of the MSA.** This MSA shall be effective for a period commencing on the date Customer signs it (the "**Effective Date**") and continuing until all Services/Professional Services purchased hereunder have expired or been terminated.

10.2 **Term of Subscriptions.** The term of Customer's subscription for the Services may be set forth in Customer's Order Form (the "**Initial Term**"); otherwise the term of subscription shall be monthly with automatic renewals. After any Initial Term, Customer's subscription for the Services shall automatically renew on a monthly basis unless otherwise terminated in accordance with this Section 10.

10.3 **Termination for Cause.** Either party may terminate this MSA 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.

10.4 **Termination for Convenience by Customer.** Except for any specified Initial Term, Customer may terminate one or more subscription Service(s) or this MSA at any time by providing thirty (30) days' prior written notice to PointClickCare. Such notice must be submitted by Customer's authorized representative through one of the following methods:

- a. Submission Through the Customer Support Portal:
 - o Customer must log in to their PointClickCare production environment and access the Customer Support Portal by navigating to the Resource Hub from their instance of PointClickCare's software (Resource Hub > Customer Support Portal).
 - o Once in the Customer Support Portal, Customer must select the "Cancel a Subscription" option by clicking on the Profile icon located in the top-right corner of the portal.
- b. Submission via Email:
 - o To the extent the Customer does not have access to the Customer Support Portal, the termination request may be submitted via email to PointClickCare at AccountServices@pointclickcare.com.

10.5 **Termination for Convenience by PointClickCare.** Except for any specified Initial Term, PointClickCare may terminate the MSA, or any Services specified in an Order Form, at any time by providing Customer with 90 days' prior written notice.

10.6 **Effect of Termination.** Upon termination of this MSA, all rights and obligations of the parties (including, for greater certainty, the provision of, and access to the Services) will automatically terminate except for those set forth in this Section 10.6 and Section 10.7, and PointClickCare shall not have any liability for the cessation of the Services/Professional Services or Customer's discontinued access to or use of the Services. Customer will immediately pay to PointClickCare all amounts due hereunder for all Services rendered through the date of termination. Customer shall receive a refund of any prepaid fees for Services/Professional Services not yet rendered upon termination of this MSA, except that any such prepaid fees may be used to offset any amounts owing under this MSA for Services or Professional Services rendered. PointClickCare will, upon request made by Customer within 90 days after the termination of this MSA, make available to Customer its Customer's Data provided that PointClickCare will have no obligation to print or otherwise convert Customer's Data to a Customer-preferred format. Upon the provision to Customer of the availability of Customer's Data, PointClickCare shall have no obligation to Customer to maintain or provide Customer with any of Customer's Data and may then, in accordance with applicable law, delete Customer's Data in PointClickCare's systems or otherwise in PointClickCare's possession or under its control. Termination of this MSA shall automatically trigger termination of Customer's schedules and other addenda incorporated in the MSA by reference. Customer may, pursuant to an applicable Order Form, subscribe for read-only access to its database following termination of the Services or a Transfer ("**Maintenance Mode**"), this MSA shall be in full force and effect until the Maintenance Mode services are terminated.

10.7 **Provisions Surviving Termination.** Section 1.3 (PointClickCare's Protection of Customer's Resident/Patient Data, with respect to any such Resident/Patient Data that remains in PointClickCare's possession), Section 4 (Fees and Payments), Section 5 (Data and Proprietary Rights), Section 6 (Confidentiality), Section 7.4 (PointClickCare's Disclaimer of Representations and Warranties), Section 8 (Indemnities), Section 9 (Limitation of Liability), Section 10.6 (Effect of Termination), Section 12 (Notices), and Section 13 (General Provisions) shall survive the termination or expiration of this MSA.

10.8 **Suspension.** PointClickCare may, in its sole discretion, directly or indirectly, and by use of a disabling device or any other lawful means,

suspend, terminate or otherwise deny access to or use of all or any part of the Services by Customer or any User, without incurring any resulting obligation or liability, and without prior advance notice, if: (a) PointClickCare receives a governmental order that expressly or by reasonable implication requires PointClickCare to do so; (b) PointClickCare believes, in good faith, that: (i) Customer or any User has failed to comply with any term of this MSA, or has accessed or used the Services for a purpose not authorized under this MSA; (ii) Customer or any User is, has been, or is likely to be, involved in any fraudulent, misleading or unlawful activities relating to or in connection with any of the Services; or (iii) this MSA expires or is terminated; or (c) any vendor of PointClickCare has suspended or terminated PointClickCare's access to, or use of, Integrated Services required to enable Customer's access to the Services. This Section 10.8 does not limit any of PointClickCare's other rights or remedies at law or equity, whether under this MSA or otherwise.

11. Insurance

- 11.1 PointClickCare's Insurance.** PointClickCare will maintain, at no cost to Customer, insurance coverage (including cyber liability coverage) with limits commercially reasonable for the provision of the Services. PointClickCare will provide Customer a certificate setting forth PointClickCare's insurance coverage and, where such policies permit, providing for Customer to be added as an additional insured under such policies, if requested by Customer.
- 11.2 Customer's Insurance.** Customer shall maintain, at no cost to PointClickCare, insurance coverage (including medical malpractice coverage) as is usually carried by persons engaged in Customer's business covering the terms of this MSA, with limits commercially reasonable in connection with Customer's facilities, Customer's Data, and provision of health care services to Customer's residents, so that such coverage shall be available in the event of a claim by any of Customer's Users or resident(s) (or their representatives or estates) against PointClickCare.

12. Notices

- 12.1 Notices to PointClickCare.** Customer is contracting with PointClickCare Technologies Inc. d/b/a PointClickCare, a corporation existing under the laws of the Province of Ontario, having its principal headquarters at 5570 Explorer Drive, Mississauga, Ontario, Canada, L4W 0C4. Notices must be provided to this address in writing, ATTN: Legal Department or by email to legal@pointclickcare.com.
- 12.2 Notices to Customer.** Notices to Customer shall be addressed to the relevant contact designated by Customer on the Acceptance Page of this MSA, on any Order Form, or as provided in the BAA or *via* the Services.
- 12.3 Manner of Giving Notice.** Except as otherwise set forth herein, all notices under this MSA will be deemed to have been duly given (a) when received, if personally delivered; (b) when sent, 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); (c) and upon receipt, if sent by certified or registered mail or a nationally recognized courier service, with written proof of delivery.
- 12.4 Customer Responsibility to Maintain Current Contact Information.** Customer 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 Services under this MSA. This includes, but is not limited to, email addresses, phone numbers, and mailing addresses. Customer 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 Customer's failure to provide current or accurate contact information.

13. General Provisions

- 13.1 Governing Law and Jurisdiction [For United States Customers Only].** This MSA 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 this MSA, Customer agrees to the exclusive jurisdiction of the State of Delaware.
- 13.2 Governing Law and Jurisdiction [For Canadian Customers Only].** This MSA 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 this MSA, Customer agrees to the exclusive jurisdiction of the Province of Ontario.
- 13.3 Export Compliance.** The Services may be subject to restrictions and controls including, if applicable, enacted under the United States export controls regulations administered by the United States Department of Commerce (15 C.F.R., Chapter VII). Customer shall comply with all applicable laws and regulations. Customer shall not export or re-export the Services, or any portion thereof, directly or indirectly, in violation of applicable laws, including, if applicable, United States export administration laws and regulations, to any country or end user, or to any party who Customer knows or has reason to know shall utilize them in the design, development, or production of nuclear,

chemical or biological weapons. Customer further acknowledges that these Services may include technical data subject to United States export regulations.

- 13.4 Conduct of Business and Anti-Corruption.** PointClickCare maintains a Code of Business Conduct and Ethics (the “Code”) applicable to all officers, directors and employees (both permanent and contract) available at pointclickcare.ethicspoint.com. Customer shall require its representatives to conduct business in a manner consistent with the Code or Customer’s own similar standards and use reasonable efforts to notify PointClickCare if Customer becomes aware of any conduct of business by its representatives inconsistent with same. Customer confirms that it has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of PointClickCare’s employees or agents in connection with this MSA, except for any reasonable gifts and entertainment provided in the ordinary course of business. If Customer learns of any violation of the above restriction, Customer shall use reasonable efforts to notify promptly Customer’s PointClickCare Customer Success Manager or its legal department.
- 13.5 Entire Agreement, Waiver and Amendment.** This MSA, including all Quotes/Order Forms, exhibits, schedules and addenda attached or incorporated by reference, constitutes the entire agreement between Customer and PointClickCare and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. Unless anything in a related signed contract says anything expressly to the contrary, to the extent of any conflict or inconsistency between the provisions in the body of this MSA and any exhibit, schedule, addendum or Order Form, the order of precedence shall be: (1) the applicable Order Form and any addenda or amendment thereto, (2) the applicable exhibit, schedule or addendum to this MSA, and (3) this MSA. No purported amendment or waiver of any right, term or condition of this MSA will be valid unless in writing and signed by each party’s authorized representative. In addition, PointClickCare reserves the right to modify the Services or the terms of this MSA for any reason related to legal, regulatory, technical or operational necessities, upon no less than sixty (60) days’ prior written notice to Customer, provided that Customer may terminate this Agreement without liability or obligation in accordance with Section 10.4 (Termination for Convenience by Customer) in the event Customer does not consent to such modified Services or terms. Customer’s continued access to, or use of, the Services after such notice period constitutes acceptance of such changes.
- 13.6 Compliance with Law.** Each party will comply with applicable law. Each party is responsible for its own compliance with the same, and neither party is relying upon the other’s representations, warranties, or assertions with respect to the legality or propriety of the other party’s operations.
- 13.7 Fraud and Abuse Laws.** The parties intend that this MSA comply at all times with, and not be interpreted in a manner that violates, all existing and future applicable laws, including, to the extent applicable, state and federal anti-kickback laws, the Medicare/Medicaid Anti-Fraud and Abuse Statutes, the Civil Monetary Penalty Laws, the federal False Claims Act, and the federal and state laws relating to physician referrals. Neither party is responsible for the other party’s compliance with applicable laws related to fraud and abuse.
- 13.8 Reformation.** In the event that any part of this MSA is determined by written opinion of PointClickCare’s health care regulatory counsel to violate federal, state, or local laws, rules, or regulations, the parties agree to negotiate in good faith revisions to the provision or provisions that are in violation. In the event the parties are unable to agree to new or modified terms as required to bring the entire MSA into compliance, Customer may terminate this MSA on no less than 30 days’ prior written notice.
- 13.9 Access to Books and Records.** To the extent that Section 952 of the Omnibus Reconciliation Act of 1980, 42 U.S.C.A. § 1395x, 42 CFR § 420.300 (collectively, “OBRA”) is applicable to this MSA, PointClickCare and the organizations related to it (if any), performing any of the duties pursuant to this MSA valued at Ten Thousand Dollars (\$10,000) or more in any twelve (12)-month period will, until four (4) years after the furnishing of services pursuant to this MSA, comply with requests by the Comptroller General, the Secretary of the Department of Health and Human Services, and their duly authorized representatives for access (in accordance with OBRA) to any contract or MSA between PointClickCare and Customer for services and to any contract between PointClickCare and such related organizations, as well as the books, documents and records of PointClickCare and its related organizations, if any, which are necessary to verify the cost of the services provided. PointClickCare will promptly advise Customer of such request. Neither party will be deemed to have waived any attorney-client or work-product privilege by virtue of this Section.
- 13.10 Assignment.** Customer shall not assign its rights or obligations under this MSA, voluntarily, involuntarily, by operation of law or otherwise, without PointClickCare’s prior written consent, not to be unreasonably withheld. Any attempt by Customer to assign its rights or obligations under this MSA in breach of this Section is void and of no effect. PointClickCare may assign this MSA or any of its rights or obligations hereunder. This MSA is binding upon and enures to the benefit of the parties hereto and their respective permitted successors and assigns.
- 13.11 Force Majeure.** Neither party will be held responsible for any delay, deficiency or failure in performance due to causes beyond its reasonable control including fires, government lockdowns, labor disruptions, strikes, embargoes, explosions, earthquakes, floods, wars, pandemics, terrorism, or other similar cause that is beyond the reasonable control of the party otherwise chargeable, for so long as such cause continues and for a reasonable period of time thereafter. The foregoing will not affect Customer’s obligation to pay fees under this MSA.

13.12 Independent Contractor. PointClickCare’s relationship with Customer 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 Services, including the Professional Services, and including any data migration, configuration, implementation and custom code development processes.

13.13 Customer Engagement and Publicity.

a) **Customer Engagement Initiatives.** Upon reasonable request from PointClickCare, Customer agrees to participate in customer education initiatives, including but not limited to case studies and User interviews related to current or future Services (the “**Customer Engagement Initiatives**”) to help other customers garner insights and learn what type of outcomes can be achieved by using PointClickCare products and services. By agreeing to participate in PointClickCare Customer Engagement Initiatives, Customer agrees to the following:

- i. Authorized use of Customer company name, logo, and other identifying information in customer education materials, including on PointClickCare’s website and in other public or private communications with existing or potential PointClickCare customers, subject to Customer’s standard trademark usage guidelines as provided to PointClickCare by Customer from time-to-time.
- ii. We may use quotes and proof points from Customer and other Customer representatives (such as Users) in materials, including case studies.
- iii. We may use information about Customer and its Users use of our products and services in materials, including case studies.
- iv. We may contact you from time to time to request your participation in customer engagement and customer community activities.
- v. Customer also consents to PointClickCare sharing Customer’s company name and primary contact details for industry survey and other research purposes.

Customer hereby grants PointClickCare the right to capture, broadcast, exhibit, market and otherwise distribute the materials generated from Customer’s participation in Customer Engagement Initiatives, in whole or in part, and alone or with other products, for any purpose PointClickCare determines. This grant includes the right to use the material for promoting or publicizing without any compensation obligations to Customer, unless otherwise agreed to in writing by PointClickCare. PointClickCare will own all materials generated from any Customer participation in Customer Engagement Initiatives, including copyright interests.

b) **Participation in PointClickCare Community Library.** Customer agrees to contribute to and participate in the PointClickCare shared database populated with participating PointClickCare customers’ support materials (the “**PointClickCare Community Library**”). As a participant, Customer will have access to support materials that are submitted to the PointClickCare Community Library by PointClickCare, and its other customers related to the use of PointClickCare Services at no additional cost. In return, Customer agrees to provide Customer’s evidence and useful support materials created using, or for use with, the Services to the PointClickCare Community Library for use by PointClickCare and its other customers. To the extent necessary, Customer may designate Support Materials that could give competitors a significant competitive advantage as proprietary (“**Customer Proprietary Support Materials**”). However, as a participant in the PointClickCare Community Library, Customer will not designate a substantial portion of Support Materials submitted as Customer Proprietary Support Materials. As a general guideline, no more than 10% of Customer total Support Materials should be designated as Customer Proprietary Support Materials. Notwithstanding anything to the contrary, Customer agrees it will not provide Customer Proprietary Support Materials to PointClickCare or submit them to the PointClickCare Community Library. Except for information designated as Customer Proprietary Support Materials, PointClickCare reserves all rights, title and interest in and to the support materials, including all related intellectual property rights therein. PointClickCare provides Customer with a limited, non-exclusive, non-transferable license to use the PointClickCare Community Library solely for Customer’s internal operations in connection with its authorized use of the applicable Services.

13.14 Interpretation. For this MSA: (a) the words “include”, “includes” and “including” are deemed to be followed by the words “without limitation”; (b) the word “or” is not exclusive; (c) the words “herein”, “hereof”, “hereby”, “hereto” and “hereunder” refer to this MSA as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and *vice versa*; and (e) words denoting any gender include all genders.

13.15 Severability. If any provision of this MSA 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 MSA will remain in effect and be severable and will not be affected by any such determination of invalidity.

13.16 Counterparts. This MSA may be executed in one or more counterparts, including by way of.pdf or other electronic means (such as DocuSign or Adobe eSign), each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

Customer may sign this MSA electronically or email to salescontracts@pointclickcare.com

Customer’s signatory below represents that s/he is entering into this MSA on behalf of Customer and that s/he has the authority to bind Customer to this MSA, including all Quotes/Order Forms, schedules, exhibits, and addenda annexed or incorporated by reference in this MSA.

POINTCLICKCARE TECHNOLOGIES INC.

CUSTOMER:West Virginia Veterans Nursing Facility

(Legal Name of Company)

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

I have authority to bind this company.

THIS PROFESSIONAL SERVICES ADDENDUM ("**PS Addendum**" or "**PSA**") is an addendum to the Master Subscription Agreement (the "**MSA**") between PointClickCare Technologies Inc. ("**PointClickCare**") and the Customer identified in the MSA ("**Customer**") pursuant to which Customer desires to procure, and PointClickCare desires to render, certain professional, educational, training, operational and/or technical services (collectively, "**Professional Services**") in connection with the Services. Capitalized terms used but not defined in this PS Addendum will have the meaning set out in the MSA.

The terms and conditions of this PS Addendum are incorporated by reference into the MSA. In the event of conflict between this PS Addendum and the MSA, the terms and conditions of this PS Addendum shall prevail as it relates to Professional Services. The terms in the Quotes, Order Forms, and/or Statements of Work related to the actual rates to be charged and the days and description of the Professional Services to be performed shall control as to the engagement described in those documents.

- PS 1. **Scope of Services.** PointClickCare will provide Customer with Professional Services as set forth in the applicable statements of work (each, a "**Statement of Work**" or "**SOW**") or Order Forms executed by Customer. 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 Customer (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. **Customer's Responsibilities.**
- a) PointClickCare's ability to provide Professional Services requires the co-operation of Customer in the form of the provision of timely responses to requests for information, and the prompt and timely performance by Customer of its obligations as set out in the SOW. In the event that Customer 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 Customer. If the Professional Services work under this MSA is suspended or delayed due to the Customer's actions, inactions, or failure to provide required approvals or inputs for a period exceeding thirty (30) days, PointClickCare reserves the right to reassign its project team to other engagements. In such a case, a Change Order may be issued to outline the activities, timelines, and additional costs necessary to resume the project. This may include, but is not limited to, efforts to reallocate resources and address disruptions caused by the delay.
 - b) Customer agrees to appoint a representative who shall provide professional and prompt liaison with PointClickCare, have the necessary expertise and authority to commit Customer, 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) Customer 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 Customer 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 Customer Property, as defined below), and related intellectual property rights. Subject to terms and conditions of the MSA and this PS Addendum, PointClickCare provides Customer with a limited, non-exclusive, non-transferable license to use the Deliverables solely for Customer's internal operations in connection with its authorized use of the applicable Services.
 - 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 Customer on the same terms as the Deliverables; and (ii) Deliverables shall not include the Tools.

- c) **Customer Property.** Customer shall own all rights, title and interest in and to any Customer Property. “**Customer Property**” means any Customer technology, Customer-specific business processes, or deliverables that are specifically designated as Customer-owned property in an SOW. Customer grants PointClickCare the right to use Customer Property solely for the purpose of providing Professional Services to Customer.
- PS 5. **Training Costs.** PointClickCare may provide additional on-site training for a fee, with a minimum commitment of two days, plus payment by Customer 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 Customer.
- 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 Customer 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 Customer’s provision of timely information, access to resources, and participation. If, through no fault or delay of Customer, the Professional Services do not conform to the foregoing warranty, and Customer notifies PointClickCare within 60 days of PointClickCare’s delivery of the Professional Services, Customer 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 CUSTOMER AND EXCLUSIVE OBLIGATIONS OF POINTCLICKCARE RELATED TO THE PROFESSIONAL SERVICES AND DELIVERABLES TO BE PERFORMED FOR AND DELIVERED TO CUSTOMER 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 CUSTOMER 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 CUSTOMER 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 CUSTOMER FOR THE PROFESSIONAL SERVICES. THE ESSENTIAL PURPOSE OF THIS PROVISION IS TO LIMIT THE POTENTIAL LIABILITY OF THE PARTIES ARISING FROM THIS PS ADDENDUM AND ANY STATEMENT OF WORK. THE PARTIES ACKNOWLEDGE THAT THE LIMITATIONS SET FORTH IN THIS SECTION ARE INTEGRAL TO THE AMOUNT OF CONSIDERATION LEVIED IN CONNECTION WITH THE PROFESSIONAL SERVICES. NO CLAIM AGAINST POINTCLICKCARE OF ANY KIND UNDER ANY CIRCUMSTANCES WILL/MAY BE FILED MORE THAN ONE YEAR AFTER CUSTOMER 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 MSA and shall continue in effect during the term of the MSA. 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 Customer 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 MSA 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.

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.

1. SLA 1. Availability of the Services

- 1.1 **Uptime.** PointClickCare will use commercially reasonable efforts to make the applicable Services web portal (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*”). The unavailability of a single module that is not, in PointClickCare’s sole discretion, considered critical to resident or patient care, may be excluded from Uptime, as are Connected Services (which uptime is provided by the applicable Connected Services provider). Should PointClickCare fail to make the Application available for the required Uptime, Customer’s sole and exclusive remedy shall be to terminate the MSA in accordance with the provisions thereof.
- 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.
- 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.

2. SLA 2. Customer Support Services.

- 2.1 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 and contains 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
S1 - Critical	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
S2 - Major	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
S3 - Normal	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
S4 - Minor	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:

- 1. For the proposes of this SLA 2 – Customer Support Services:

“**condition**” means a single inquiry or reproducible issue affecting the use of PointClickCare’s production environment.

2. 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:
 - (i) information without referring to specific residents, unless Customer provides such information in a secure fashion (such as an encrypted email). If reference to a resident is necessary, the PointClickCare Resident ID Number should be used as the primary identifier;
 - (ii) clear steps to reproduce the condition;
 - (iii) a clear description of the expected outcome; and
 - (iv) provide the exact wording of the error message(s).
3. 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.
4. 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.

Customer Name: West Virginia Veterans Nursing Facility

Customer Type (please mark an “X” next to the applicable response):

- 1. Is the Customer a Management Company (i.e., Customer manages the facility/facilities for another entity that owns the facility/facilities)? **YES** **No**
- 2. Is the Customer a Governmental or Quasi-Governmental Entity? **YES** **No**

Facility Name	Facility Type (e.g., SNF, ALF, ILF, etc.)	Facility Address	National Provider Identifier <small>**Applicable to US SNFs only (Canadian facilities and US non-SNFs should enter "N/A")**</small>
West Virginia Veterans Nursing Facility	Skilled Nursing	1 Freedoms Way Clarksburg, West Virginia 26301 United States	1508086703

THIS ADDENDUM TO MSA: HEALTH INFORMATION SERVICE PROVIDER (this “**Addendum**” or “**HISPA**”) is an addendum to the Master Subscription Agreement (or other similarly titled agreement) (“**MSA**”) between PointClickCare Technologies Inc. (“**PointClickCare**”) and the undersigned Customer (“**Customer**”) pursuant to which Customer may subscribe for the use of the health information service provider communication services (the “**HISP Services**”) powered by Medicity, Inc.’s platform (a third party software vendor) and provided to PointClickCare for the purpose of providing the HISP Services to PointClickCare’s customers. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the HISP Services.

SC1. Customer’s Acknowledgments and Agreements. In respect of the use of the HISP Services, Customer understands, acknowledges, and agrees:

- a) the HISP Services are wireless services intended to deliver non-critical, non-emergency messages between users;
- b) the HISP Services are dependent upon a number of factors beyond PointClickCare’s control, including, but not limited to, the operation of hardware and network services provided by third parties;
- c) the HISP Services are not a substitute for any medical facility’s current systems of administering and safeguarding medical treatment and/or medicine;
- d) there may be occasional communication failures or delays in the delivery or receipt of properly sent text communications that are beyond PointClickCare’s control;
- e) the HISP Services are not expected to perform at the same level of performance and/or reliability expected of medical devices used in the delivery of critical medical care environments;
- f) as a condition of using the HISP Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer’s use of the HISP Services; and
- g) with regard to any third party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s access to or use of the HISP Services or any of Customer’s affiliates’ delivery of medical care (a “**Medical Claim**”), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare’s services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys’ and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS SUCH CLAIMS RESULT FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS BY PointClickCare.
- h) the HISP Services are provided on an “as is” basis, and PointClickCare makes no, and expressly disclaims to the fullest extent permitted by applicable law any and all warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement and, with respect to accuracy of information transmitted using the HISP Services, patient data (including with respect to the accuracy, manner of use, disclosure, integrity and loss thereof), and third party software and open source software and customer software (without regard in the case of each of the foregoing software to whether such software was recommended or incorporated into the HISP Services).
- i) Customer acknowledges and agrees that if Customer breaches the terms and conditions set forth in this Addendum, Medicity, Inc. may exercise and enforce such terms and conditions in its own name and Medicity, Inc. is intended as, and shall be, a third-party beneficiary of this Addendum.
- j) In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days’ prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the HISP Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer’s continued access to, or use of, the HISP Services after such notice period constitutes acceptance of such changes.

Customer's signatory below represents that they are entering into this Addendum on behalf of Customer and that they have the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

For Customer: West Virginia Veterans Nursing Facility

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

I have authority to bind this company.

I have authority to bind this company.

THIS ADDENDUM TO MSA: CLINICONEX SUBSCRIPTION (this “**Addendum**”) is an addendum to the Master Subscription Agreement (or other similarly titled agreement) (“**MSA**”) between PointClickCare Technologies Inc. (“**PointClickCare**”) and the undersigned Customer (“**Customer**”) pursuant to which Customer may subscribe for the use of the Automated Care Messaging and/or Automated Care Messaging-Staff (the “**Cliniconex Services**”) provided by Cliniconex Inc. (a third party software vendor) platform and licensed to PointClickCare for the purpose of sub-licensing the Cliniconex Services to PointClickCare’s customers. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the Cliniconex Services.

1. **Customer’s Acknowledgments and Agreements.** In respect of the use of the Cliniconex Services, Customer understands, acknowledges, and agrees:

- a) the Cliniconex Services are wireless services intended to deliver non-critical, non-emergency messages between users;
- b) the Cliniconex Services are dependent upon a number of factors beyond PointClickCare’s control, including, but not limited to, the operation of hardware and network services provided by third parties;
- c) the Cliniconex Services are not a substitute for any medical facility’s current systems of administering and safeguarding medical treatment and/or medicine;
- d) there may be occasional communication failures or delays in the delivery or receipt of properly sent text communications that are beyond PointClickCare’s control;
- e) the Cliniconex Services are not expected to perform at the same level of performance and/or reliability expected of medical devices used in the delivery of critical medical care environments;
- f) as a condition of using the Cliniconex Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer’s use of the Secure Communication Services;
- g) PointClickCare will be required to share the information in Customer’s database protected health information (PHI), for the use of the Cliniconex Services, with Cliniconex, Inc. Customer unconditionally consents to the transfer of PHI from its facility (or facilities) to PointClickCare, and receipt of PHI therefrom, as needed to support the Cliniconex Services; PointClickCare will not maintain any audit logs related to the Customer use of the Cliniconex Services;
- h) Cliniconex Inc. may augment Cliniconex Services, in whole or in part, with one or more artificial intelligence (“**AI**”) features that leverage trained large language models and machine-learning functionality (collectively “**Cliniconex AI Features**”). Cliniconex AI Features may be subject to additional terms and conditions directly between Customer and Cliniconex Inc.;
- i) Customer will be responsible for ensuring for Customer and its Users (i) are adequately trained to ensure safe and effective use of the Cliniconex Services and Cliniconex AI Features, and the services are utilized for its intended uses; (ii) are in compliance with all applicable local, state or provincial, federal, and/or international laws, rules and government regulations relating to Customer’s and Users’ use of the Cliniconex Services and Cliniconex AI Features; and
- j) with regard to any third party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s access to or use of the Cliniconex Services (including Cliniconex AI Features) or any of Customer’s affiliates’ delivery of medical care (a “**Medical Claim**”), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare’s services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys’ and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS SUCH CLAIMS RESULT FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS BY PointClickCare.

2. **Representations and Warranties.** PointClickCare shall not assume responsibility 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) that are not owned or operated by PointClickCare; or (ii) the reliability or performance of any hardware, connections, computer networks, or telecommunications facilities (including but not limited to the internet) that are not owned or operated by PointClickCare. The Cliniconex Services are provided on an “as is” basis, and PointClickCare makes no, and expressly disclaims to the fullest extent permitted by applicable law any and all warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability,

fitness for a particular purpose, non-infringement and, with respect to accuracy of information transmitted using the Cliniconex Services (including with respect to the accuracy, manner of use, disclosure, integrity and loss thereof), and third party software and open source software and customer software (without regard in the case of each of the foregoing software to whether such software was recommended or incorporated into the Cliniconex Services).

- 3. **Severability.** If any provision of this Addendum 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 shall 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 Addendum shall remain in effect and be severable and shall not be affected by any such determination of invalidity.
- 4. **No Waiver.** The failure of either party to require the performance of any item or obligation of this Addendum, or the waiver by either party of any breach of this Addendum, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
- 5. **Principles of Construction.** In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the Cliniconex Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer's continued access to, or use of, the Cliniconex Services after such notice period constitutes acceptance of such changes.
- 6. **No Construction Against Drafter.** Each party to this Addendum 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 Addendum. As such, no party hereto shall be considered to be the drafter of this Addendum 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 Addendum, and has exercised its own judgment in this regard, and has relied on its own professional advisors when evaluating the propriety and legality of the Addendum and the Cliniconex Services provided.
- 7. **Headings.** The heading of any Section or subsection contained in this Addendum is for convenience only and shall not be deemed a part of this Addendum or a representation as to the contents of the same.
- 8. **Counterparts.** This Addendum may be executed in one or more counterparts, including by way of pdf or other electronic means (such as DocuSign or AdobeSign), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

By signing this Addendum, Customer acknowledges having read and understood this Addendum, including all terms and conditions. Customer's signatory below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

For Customer: West Virginia Veterans Nursing Facility
(insert legal name of company)

Signature: _____
 Print Name: _____
 Print Title: _____
 Date: _____

Signature: _____
 Print Name: _____
 Print Title: _____
 Date: _____

I have authority to bind this company.

I have authority to bind this company.

THIS ADDENDUM TO MSA: SECURE CONVERSATIONS (this “**Addendum**” or “**SCA**”) is an addendum to the Master Subscription Agreement (or other agreement of similar subject matter and/or title whereby Customer subscribes to PointClickCare services) (“**MSA**”) between PointClickCare Technologies Inc. (“**PointClickCare**”) and the undersigned Customer (“**Customer**”) each on behalf of itself and its affiliates is effective as of the date of Customer’s signature below or Customer’s electronic acceptance of this Addendum, as applicable (the “**Addendum Effective Date**”). pursuant to which Customer may subscribe for the use of the secure conversations services (the “**Secure Conversations Services**”). If Customer is a management company for facilities, Customer represents and warrants that it has the authority to execute this Addendum on such facilities’ behalf.

This Addendum is required to be signed by customers who wish to subscribe for the Secure Conversations Services offered by PointClickCare. The terms herein shall apply to any and all Secure Conversations Services contemplated by this Addendum which Customer subscribes for, or agrees to, currently or in the future. For greater clarification, the specific Secure Conversations Services which shall be provided to Customer at any given time, and to which the terms of this Addendum shall apply, shall be those: (i) set forth in one or more line items in a sales Order Form and applicable Scope of Work (the “**SOW**”) that has been signed or otherwise accepted by Customer; (ii) approved by Customer within the Secure Conversations Services themselves, regarding the sharing of data with one or more specified entities and/or the use of the Secure Conversations Services; and/or (iii) otherwise agreed to by Customer including, but not limited to, by agreeing to opt-in to Secure Conversations Services or by providing PointClickCare with another form of authorization to provide Customer with the Secure Conversations Services.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the Secure Conversations Services. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

SC1. Customer’s Acknowledgments and Obligations. In respect of the use of the Secure Conversations Services, Customer understands, acknowledges, and agrees:

- a) the Secure Conversations Services are wireless services intended to deliver non-critical, non-emergency messages between users;
- b) the Secure Conversations Services are not a substitute for any medical facility’s current systems of administering and safeguarding medical treatment and/or medicine;
- c) there may be occasional communication failures or delays in the delivery or receipt of properly sent text, video or audio communications that are beyond PointClickCare’s control;
- d) the Secure Conversations Services are not expected to perform at the same level of performance and/or reliability expected of medical devices used in the delivery of critical medical care environments;
- e) the Secure Conversations Services are dependent upon a number of factors beyond PointClickCare’s control, including, but not limited to, the operation of hardware and network services provided by third parties. Customer is solely responsible for all telecommunication and internet connections required to access the Secure Conversations Services, as well as all hardware and software at Customer’s site(s). PointClickCare hereby disclaims all liabilities and makes no warranties of any kind with respect to Customer’s use of products or services provided by third parties to access or use the Secure Conversations Services (e.g., computers, operating systems, internet connections, etc.); Customer represents and warrants that it is solely responsible for obtaining all necessary consents for the access, use, disclosure, or transmittal of Customer’s resident data, prior to the use of the Secure Conversations Services, and that it shall retain records of such consents available to PointClickCare at their reasonable requests for audit and to satisfy regulatory requirements.
- f) Secure Conversations messages will automatically expire and will be permanently deleted from all systems based on the then-current service settings available from PointClickCare, Customer is solely responsible for backing up (by saving messages as progress notes) any Secure Conversations messages data for Customer data retention requirements prior to the expiration date of messages;
- g) PointClickCare may access, use or disclose the PHI of Customer’s residents within Canada or the United States; and
- h) as a condition of using the Secure Conversations Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer’s use of the Secure Communication Services.

- SC2. PHI-Specific Provisions.** Customer understands, acknowledges, and agrees that, in order for PointClickCare to support, maintain, enhance and add new features to the Secure Conversations Services, PointClickCare needs the ability to: (i) de-identify the Protected Health Information (also known as Personal Health Information, Health Information, or Personal Information [relating to the mental or physical health of individuals] in certain Canadian jurisdictions) (“**PHI**”) of Customer’s residents; (ii) aggregate data derived from the PHI of Customer’s residents; and, (iii) store a copy of the PHI of Customer’s residents in a separate environment (i.e., outside of Customer’s database) under PointClickCare’s control (for greater clarification, no customers shall have access to any such environment) where such data shall reside in a data pool, so it can be used in conjunction with copies of the PHI of other customers’ residents (e.g., for benchmarking purposes). Accordingly:
- a) **Uses and Disclosures for Management and Administration.** PointClickCare may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If PointClickCare discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, PointClickCare must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to notify PointClickCare promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, PointClickCare may permit access to the system by PointClickCare’s contracted system developers under appropriate confidentiality agreements.
 - b) **Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses.** PointClickCare may use PHI to provide data aggregation services, and may disclose aggregated data derived from PHI. PointClickCare may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the MSA or for PointClickCare’s own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or regulations, or under the MSA. PointClickCare may use PHI to de-identify the PHI. PointClickCare may create Limited Data Sets (“**LDS**”) from PHI. PointClickCare may use and disclose the LDS pursuant to the same permissions hereunder that apply to PHI. Additionally, PointClickCare may disclose the LDS where PointClickCare requires the recipient of the LDS to enter into a data use agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. PointClickCare may use (but not disclose) PHI to identify patients/residents of Customer who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Customer’s professional medical judgment regarding the appropriateness of said programs for a patient/resident. PointClickCare may receive remuneration in connection with presenting Customer with patients’/residents’ eligibility for said programs. PointClickCare may incorporate information received by Customer’s authorized services providers and PointClickCare’s third-party associates, who are providing or paying for services for one or more of Customer’s patients/residents, into the services provided by PointClickCare. Customer hereby authorizes PointClickCare to request and receive such information on Customer’s behalf and to incorporate same as described herein. Customer acknowledges and agrees that PointClickCare may engage in further data use/disclosure activities to the extent permitted by law, and that such activities may not be explicitly described herein. Customer agrees to the same, so long as PointClickCare conducts such activities in accordance with applicable law. All rights, title and interest in and to any de-identified data, aggregated data, or other data created by PointClickCare that is neither Customer’s PHI nor confidential information (only to the extent “confidential information” is defined in the MSA) is owned by, and the exclusive property of, PointClickCare, which PointClickCare may use, disclose, market, license and sell for any legally allowable purpose without restriction.

- c) **[Applicable to Alberta Customers Only]** Disclosure outside the Province. Customer hereby confirms that the MSA and/or any Information Manager Agreement (“**IMA**”) signed between the Parties meets all the legal requirements set forth in Section 8(4) of the Health Information Regulation (Alberta Regulation 70/2001) with respect to the provisions which must be included in a written agreement before a custodian (Customer) may share health information with a person (PointClickCare) who will be storing, using or disclosing the information outside of Alberta.
- d) **[Applicable to British Columbia Public Sector Customers Only]** Personal Information Stored in and/or Accessed from Foreign Jurisdiction. Customer hereby confirms that it is in compliance with Section 30.1 of the Freedom of Information and Protection of Privacy Act (RSBC 1996, c. 165), because its standard resident consent form expressly informs individuals that their personal information, which will be collected by Customer in the course of providing health care services, may be stored in and/or accessed from a jurisdiction outside of Canada.
- e) **[Applicable to Newfoundland & Labrador Customers Only]** Storage, Use and Disclosure outside the Province. Customer hereby confirms that it is in compliance with Section 13 of the Personal Health Information Act (SNL 2008, c. P-7.01) (“**PHIA**”) because it has established and implemented information policies and procedures, which include provisions to protect the confidentiality of PHI that will be stored or used in a jurisdiction outside the province or that is to be disclosed to a person in another jurisdiction. Customer also confirms that it is in compliance with section 47(1) of the PHIA, because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Secure Conversations Service; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer’s residents.
- f) **[Applicable to Nova Scotia Customers Only]** Disclosure outside the Province. Customer hereby confirms that it is in compliance with section 44(1) of the Personal Health Information Act (SNS 2010, c. 41), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Secure Conversations Service; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer’s residents.
- g) **[Applicable to Ontario Customers Only]** Disclosure outside the Province. Customer hereby confirms that it is in compliance with section 50(1) of the Personal Health Information Protection Act (SO 2004, c. 3, Sch. A), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Secure Conversations Service; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer’s residents.
- h) **[Applicable to Prince Edward Island Customers Only]** Disclosure outside the Province. Customer hereby confirms that it is in compliance with section 35 of the Health Information Act (RSPEI 1988, c. H-1.41) (“**HIA**”), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Secure Conversations Service; (ii) as set forth in Section 23(7) of the HIA, the disclosure is necessary for the provision of healthcare to Customer’s residents; (iii) as set forth in Section 27(13)(d) of the HIA, the disclosure is for the purpose of delivering, evaluating or monitoring a program of the Customer that relates to the provision of health care or the payment for healthcare; (iv) as set forth in Section 27(13)(e) of the HIA, the disclosure is for the purpose of review and planning necessary for the provision of health care by another “custodian” (as defined in Section 1 of the HIA) to Customer’s residents; (v) as set forth in Section 27(13)(f) of the HIA, the disclosure is to an information manager in accordance with the HIA; and/or (vi) as set forth in Section 27(13)(g) of the HIA, the disclosure is to a person who requires the personal health information to carry out an audit and/or to provide legal services, error management services, risk management services, peer reviews and/or quality improvement services to the Customer.

SC3. Indemnification. Customer, and not PointClickCare, shall be fully responsible for any uses made of the Secure Conversations Services or any other PointClickCare service by Customer, its agents, employees, and representatives, and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon. PointClickCare is not a health care provider and does not provide medical advice. Therefore, with regard to any third-party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s or its affiliates’ access to or use of the Secure Conversations Services (or any other PointClickCare service) or delivery of medical care (a “**Medical Claim**”), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, partners, suppliers, and licensors retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare’s services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys’ and expert fees), claims, liabilities, suits, or

actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS, AND TO THE EXTENT THAT, SUCH CLAIMS RESULT FROM NEGLIGENT ACTS OR OMISSIONS BY POINTCLICKCARE (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, PARTNERS, SUPPLIERS, LICENSORS, AGENTS OR SUBCONTRACTORS).

- SC4. Hold Harmless.** Customer agrees that it is solely responsible for obtaining and retaining all necessary consents from individuals for the access, use, disclosure, or transmittal of PHI the use of the Secure Conversations Services. If Customer fails to obtain and retain adequate consent, Customer shall hold PointClickCare and its partners harmless from any and all adverse expenses, damages or losses which may result from using or disclosing an individual's PHI in relation to the use of the Secure Conversations Services.
- SC5. Representations and Warranties.** PointClickCare will not assume responsibility 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) that are not owned or operated by PointClickCare; or (ii) the reliability or performance of any connections, computer networks, or telecommunications facilities (including but not limited to the internet) that are not owned or operated by PointClickCare. The Secure Conversations Services are provided on an "as is" basis, and PointClickCare makes no, and expressly disclaims to the fullest extent permitted by applicable law any and all warranties of any kind, whether express or implied, including, without limitation, any implied warranties of merchantability, fitness for a particular purpose, non-infringement and, with respect to accuracy of information transmitted using the Secure Conversations Services (including with respect to the accuracy, manner of use, disclosure, integrity and loss thereof), and third party software and open source software and customer software (without regard in the case of each of the foregoing software to whether such software was recommended or incorporated into the Secure Conversations Services).
- SC6. Severability.** If any provision of this Addendum 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 shall 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 Addendum shall remain in effect and be severable and shall not be affected by any such determination of invalidity.
- SC7. Principles of Construction.** In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the Secure Conversations Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer's continued access to, or use of, the Secure Conversations Services after such notice period constitutes acceptance of such changes.
- SC8. No Construction Against Drafter.** Each party to this Addendum 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 Addendum. As such, no party hereto shall be considered to be the drafter of this Addendum 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 Addendum, and has exercised its own judgment in this regard, and has relied on its own professional advisors when evaluating the propriety and legality of the Addendum and the Secure Conversations Services provided.
- SC9. Headings.** The heading of any Section or subsection contained in this Addendum is for convenience only and shall not be deemed a part of this Addendum or a representation as to the contents of the same.
- SC10. Counterparts.** This Addendum may be executed in one or more counterparts, including by way of pdf or other electronic means (such as DocuSign or AdobeSign), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THE CUSTOMER'S AUTHORIZED REPRESENTATIVE ACCEPTING THE TERMS OF THIS ADDENDUM ON BEHALF OF THE CORPORATION WARRANTS THAT THE EXECUTION AND PERFORMANCE OF THESE TERMS BY SUCH PARTY HAS BEEN DULY AUTHORIZED BY ALL NECESSARY CORPORATE ACTION AND THAT THESE TERMS CONSTITUTE THE VALID, BINDING, AND ENFORCEABLE OBLIGATIONS OF SUCH PARTY IN ACCORDANCE WITH ITS TERMS.

POINTCLICKCARE TECHNOLOGIES INC.

CUSTOMER: West Virginia Veterans Nursing Facility
(Legal Name of Company)

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

I have authority to bind this company.

THIS ADDENDUM TO MSA: PRACTITIONER ENGAGEMENT (this “**Addendum**”) is an addendum to the Master Subscription Agreement (or other similarly titled agreement) (“**MSA**”) between PointClickCare Technologies Inc. (“**PointClickCare**”) and the undersigned Customer (“**Customer**”) pursuant to which Customer may subscribe for the use of the practitioner engagement services (the “**PE Services**”). Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA. This Addendum is required to be signed by: (a) customers who currently use Practitioner Engagement and want to add the new functionality (*i.e.*, signing for others) that is part of Mobile App v. 2.7, and later version of the PE Services; and (b) customers who have not yet used Practitioner Engagement but who wish to sign up for one or more of the aforementioned versions of the PE Services.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the PE Services.

PE1. Customer’s Acknowledgments and Agreements. In respect of the use of the PE Services, Customer understands, acknowledges, and agrees:

- a) the PE Services were designed to be flexible enough to allow medication orders to be signed in accordance with the laws of different jurisdictions;
- b) some of the capabilities related to signing medication orders will be legally permissible in certain jurisdictions and contrary to the laws of other jurisdictions (*e.g.*, one practitioner signing on behalf of another practitioner, or a practitioner of one licensure type signing for another practitioner of a different licensure type), or they may be permissible in a specific jurisdiction for certain classes of drugs but not for other classes of drugs;
- c) any end user who signs orders using the PE Services is solely responsible for following the laws of the applicable jurisdiction, including any rules promulgated by a Board of Pharmacy or a medical professional licensure board;
- d) Customer is solely responsible for the oversight of end users who sign orders using the PE Services and understands that it may need to seek legal advice to ensure that its end users: (i) are aware of all applicable laws related to signing medication orders; and, (ii) use the PE Services in a manner which complies with said laws;
- e) due to PointClickCare’s prior experiences with certain state Boards of Pharmacy, the new signing for others functionality in the PE Services may not be available immediately in all jurisdictions;
- f) as a condition of using the PE Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and with Customer’s use of the PE Services; and
- g) with regard to any third party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s access to or use of the Practitioner Engagement Services or any of Customer’s affiliates’ delivery of medical care (a “**Medical Claim**”), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare’s services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys’ and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS SUCH CLAIMS RESULT FROM GROSSLY NEGLIGENT ACTS OR OMISSIONS BY PointClickCare.
- h) in the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days’ prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the Practitioner Engagement Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer’s continued access to, or use of, the Practitioner Engagement Services after such notice period constitutes acceptance of such changes.

This Addendum may be executed in one or more counterparts, including by way of pdf or other electronic means (such as DocuSign or AdobeSign), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

By signing this Addendum, Customer acknowledges having read and understood this Addendum, including all terms and conditions. Customer's signatory below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

For Customer: West Virginia Veterans Nursing Facility
(legal name of company)

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

I have authority to bind this company.

I have authority to bind this company.

THIS INTEROPERABILITY AND POPULATION HEALTH ADDENDUM TO MSA (this “**Addendum**”) is an addendum to the Master Subscription Agreement (or other agreement of similar subject matter and/or title) (“**MSA**”) between PointClickCare Technologies Inc. (“**PointClickCare**”) and the undersigned Customer (“**Customer**”) pursuant to which Customer may subscribe for the use of any one or more of PointClickCare’s services that are designed to support interoperability and/or population health initiatives (the “**Applicable Services**”). Capitalized terms used but not defined in this Addendum shall have the meanings set out in the MSA. This Addendum is required to be signed by customers who wish to subscribe for one or more of the Applicable Services offered by PointClickCare. The terms herein shall apply to any and all Applicable Services which Customer subscribes for or agrees to, currently or in future. For greater clarification, the specific Applicable Service or Services which shall be provided to Customer at any given time, and to which the terms of this Addendum shall apply, shall be those: (i) set forth in one or more line items in a sales quote, order form and/or invoice that has been signed or otherwise accepted by Customer; (ii) agreed to in any data sharing authorization(s) signed by Customer; (iii) approved by Customer within the Applicable Services themselves, regarding the sharing of data with one or more specified entities and/or the use of the Applicable Service; and/or (iv) otherwise agreed to by Customer including, but not limited to, by agreeing to opt-in to an Applicable Service or by providing PointClickCare with another form of authorization to provide Customer with an Applicable Service.

The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail. In the event of conflict between this Addendum and a Business Associate Agreement (or equivalent Canadian contract), the terms and conditions of this Addendum shall prevail. If Customer has entered into any of the following, this Addendum replaces the following agreements (or other agreements of similar subject matter and/or title):

- (i) Addendum to MSA: Harmony
- (ii) Pilot Participation Agreement for Clinical Data Exchange and/or patient insights
- (iii) Early Access Agreement for Clinical Data Exchange and/or Market Insights
- (iv) Addendum to MSA: Analytics (U.S.A.)
- (v) Addendum to MSA: Analytics (Canada)
- (vi) Population Health & Care Management Addendum for U.S. Pilot Customers
- (vii) Addendum to MSA: Care Content – Powered by COMS
- (viii) COMS Interactive, LLC – Application Services Terms and Conditions – Addendum 1
- (ix) COMS Interactive, LLC – Application Services Terms and Conditions – Schedule A

Purpose of the Applicable Services

The Applicable Services are intended to assist Customer and other health care providers with a myriad of challenges that exist in today’s changing healthcare environment. Through its provision of the Applicable Services, PointClickCare is intent on empowering providers to: improve care quality and outcomes; reduce risks, costs, avoidable readmissions and time spent building care plans; ensure seamless transitions between different levels of care; strengthen continuity of care and care coordination; exchange information and insights to collaborate with practitioners along the continuum of care; build strong Preferred Provider Networks (groups of long-term post-acute care [**LTPAC**] providers ¹ deemed by an acute care provider to be primary destinations for referrals, also referred to as “**PPNs**”); and, increase financial outcomes by improving providers’ reputations.

The Applicable Services for which Customer can subscribe include, but are not limited to:

- (i) Clinical Data Exchange (“**CDX**”) – The CDX platform bridges gaps in care by providing hospitals and other risk-bearing entities the ability to coordinate care with their LTPAC providers and/or home health agencies through a range of interoperability tools. The solution supports effective clinical decision making across the care continuum by providing bi-directional exchange of clinical data to facilitate optimal transitions of care, locate patients, provide access to key information during a patient’s episode and identify how best to partner with LTPAC facilities and home health agencies (as applicable) in their provision of care while reducing errors and redundancies.
- (ii) Market Insights ² – The Market Insights solution supports LTPAC facilities and/or home health agencies in building strong PPN relationships by optimizing resident ³ care and facility performance for higher-risk populations and communicating performance data and analytics to acute partners. Through optimized insights, quality metrics and resident-centered

¹ LTPAC providers may include skilled nursing facilities, assisted living facilities, independent living facilities, and memory care facilities.

² Market Insights and Performance Insights (discussed below) may jointly be referred to as “PointClickCare Insights.”

³ In certain healthcare settings, the term “resident” may be replaced by “patient” or “individual.”

analytics, providers can reduce avoidable readmissions and emergency department visits while achieving enhanced care coordination and high-quality performance outcomes, in order to improve referrals and gain or retain placement in a PPN.

- (iii) Clinical Standard Content – The Clinical Standard Content is a standard set of tools including a care plan library, assessments, and alerts, which may be used without the need for Customer-specific configuration (thereby reducing provider’s resources spent on development and upkeep of customized plans, assessments and alert libraries). This package is built from an extensive care library which references over 20 years of research and customer data.
- (iv) Nursing Advantage – The Nursing Advantage feature is an evidence- and protocol-based tool set, which follows a nurse’s workflow and can be used, without Customer-specific configuration, to improve the health and well-being of residents.
- (v) Performance Insights ⁴ – The Performance Insights solution is a dashboard-driven, interactive, unified, visual analytical tool that analyzes data points across the PointClickCare data spectrum. It focuses on facility or organization performance in areas such as compliance, quality, readmissions, financial measures, referrals and clinical/care insights. This solution enables providers to access deep clinical insights related to individual resident status/progress and individual and collective care team performance. These insights enable providers to manage and deliver quality care and provide clear evidence of their value to referral partners.

Customer’s Acknowledgments and Agreements

1. **PHI-Specific Provisions.** Customer understands, acknowledges, and agrees that, in order for PointClickCare to support, maintain, enhance and add new features to the Applicable Services, PointClickCare needs the ability to: (i) de-identify ⁵ the Protected Health Information (also known as Personal Health Information, Health Information, or Personal Information [relating to the mental or physical health of individuals] in certain Canadian jurisdictions) (“**PHI**”) of Customer’s residents; (ii) aggregate data derived from the PHI of Customer’s residents; and, (iii) store a copy of the PHI of Customer’s residents in a separate environment (*i.e.*, outside of Customer’s database) under PointClickCare’s control (for greater clarification, no customers shall have access to any such environment) where such data shall reside in a data pool, so it can be used in conjunction with copies of the PHI of other customers’ residents (e.g., for benchmarking purposes). Accordingly:
 - a) **[Applicable to US Customers Only]** Customer hereby agrees to the following provisions. Customer further agrees that any Business Associate Agreement (“BAA”) which has been entered into between the Parties shall be deemed to include the following provisions (if such BAA does not already have these provisions) and that any language to the contrary in such BAA no longer shall have effect:
 - (i) **Uses and Disclosures for Management and Administration.** Business Associate also may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, Business Associate must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to notify Business Associate promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, Business Associate may permit access to the system by Business Associate’s contracted system developers under appropriate confidentiality agreements.
 - (ii) **Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses.** Business Associate may use PHI to provide data aggregation services to Covered Entity, and may disclose aggregated data derived from PHI, as permitted by 45 C.F.R. §164.504(e)(2)(i)(B) and defined by 45 C.F.R. §164.501. Covered Entity acknowledges and affirms that the “Applicable Services” described in the Interoperability and Population Health Addendum to MSA, as signed by Covered Entity, are services that “permit data analyses that relate to the health care operations of [Covered Entity]” (see 45 C.F.R. §164.501). Business Associate may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the Service Agreement or for Business Associate’s own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or

⁴ Performance Insights and Market Insights (discussed above) may jointly be referred to as “PointClickCare Insights.”

⁵ De-identified health information is referred to as “non-identifying” health information in certain Canadian jurisdictions.

regulations, or under the Service Agreement or this BAA. Business Associate may use PHI to de-identify the PHI in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c). Business Associate may create Limited Data Sets (“LDS”) from PHI. Business Associate may disclose the LDS for any purpose allowable by applicable law, rule and/or regulation. Business Associate will require the recipient of the LDS to enter into a Data Use Agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. Business Associate may use (but not disclose) PHI to identify patients/residents of Covered Entity who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Covered Entity’s professional medical judgment regarding the appropriateness of said programs for a patient/resident. Business Associate may receive remuneration in connection with presenting Covered Entity with patients’/residents’ eligibility for said programs. Business Associate may incorporate information received by Covered Entity’s authorized services providers, Business Associate’s third-party associates, or other covered entities (including their business associates) who are providing or paying for services for one or more of Covered Entity’s patients/residents, into the services provided by Business Associate.

It is further acknowledged and agreed that, without the rights conferred in this Section 6, Business Associate would have to create a custom solution for Covered Entity, at significant additional cost, and that Business Associate would not have agreed to or entered into the Service Agreement or this BAA. All rights, title and interest in and to any de-identified data, aggregated data, LDS data, or other data created by Business Associate is the exclusive property of Business Associate, which may use, disclose, market, license and sell such data for any legally allowable purpose, and without restriction. In many instances, such data is no longer PHI and is no longer subject to HIPAA. Further, it is explicitly acknowledged that Business Associate may receive any allowable remuneration in connection with the same.

- (iii) Access, Use or Disclosure of Data outside the United States. PointClickCare will store PHI in the United States for U.S.-based Customer’s but may access, use or disclose the PHI of Customer’s residents within the United States and/or Canada.
- b) **[Applicable to Canadian Customers Only]** In order to facilitate the use of data derived from PHI, Customer hereby agrees to the following provisions. Customer further agrees that any agreement which has been entered into between the Parties regarding the rights and obligations of the Parties with respect to PHI shall be deemed to include the following provisions (if such agreement does not already have these provisions) and that any language to the contrary in such agreement no longer shall have effect:
- (i) Uses and Disclosures for Management and Administration. PointClickCare may use and disclose PHI: (i) for its own proper management and administration, which may include but is not limited to performing data analytics to evaluate how its product(s) are used and to improve its product offerings; and/or (ii) to carry out its legal responsibilities. If PointClickCare discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, PointClickCare must obtain: (a) reasonable assurances from the receiving party that such PHI will be held and remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to notify PointClickCare promptly of any instances of which it is aware in which the confidentiality of the PHI has been breached or otherwise compromised. Without limiting the foregoing, PointClickCare may permit access to the system by PointClickCare’s contracted system developers under appropriate confidentiality agreements.
- (ii) Data Aggregation Services; De-Identified Data; Limited Data Sets; Other Data Uses. PointClickCare may use PHI and disclose aggregated data derived from PHI to provide data aggregation services. PointClickCare may use PHI to create de-identified or non-identifying health information. Customer acknowledges and affirms that the “Applicable Services” described in the Interoperability and Population Health Addendum to MSA, as signed by Customer, are services that permit data analyses that relate to the health care operations of Customer. PointClickCare may use PHI to prepare activity or quality reports and analyses or other reports that may from time to time be necessary or integral or related to either the services provided under the Service Agreement or for PointClickCare’s own management and administration. Such reports and analyses will not make any disclosure of PHI that is not permitted by applicable laws, rules and/or regulations, or under the Service Agreement or this agreement. PointClickCare may create Limited Data Sets (“LDS”) from PHI. PointClickCare may disclose the LDS

for any purpose allowable by applicable law, rule and/or regulation. PointClickCare will require the recipient of the LDS to enter into a Data Use Agreement specifying that the permitted uses and disclosures of the LDS are limited to the purpose of research, public health, or health care operations, and restrictions and/or guidelines on use of the LDS. PointClickCare may use (but not disclose) PHI to identify patients/residents of Customer who may be eligible for certain programs, including, but not necessarily limited to including savings programs, coupons, sampling, educational, safety, adherence or treatment support materials which Customer may choose to share with its patients/residents, and to provide notification of the same. Said notifications of potential eligibility are not a substitute for Customer's professional medical judgment regarding the appropriateness of said programs for a patient/resident. PointClickCare may receive remuneration in connection with presenting Customer with patients'/residents' eligibility for said programs. PointClickCare may incorporate information received by Customer's authorized services providers, PointClickCare's third-party associates, of other providers (including their contractors) who are providing or paying for services for one or more of Customer's patients/residents, into the services provided by PointClickCare.

It is further acknowledged and agreed that, without the rights conferred in this Section, PointClickCare would have to create a custom solution for Customer, at significant additional cost, and that PointClickCare would not have agreed to or entered into the Service Agreement or this BAA. All rights, title and interest in and to any de-identified data, aggregated data, LDS data, or other data created by PointClickCare is the exclusive property of PointClickCare, which may use, disclose, market, license and sell such data for any legally allowable purpose, and without restriction. In many instances, such data is no longer PHI and is no longer subject to laws governing PHI. Further, it is explicitly acknowledged that PointClickCare may receive any allowable remuneration in connection with the same.

- (iii) Storage, Access, Use or Disclosure of Data outside the Province. PointClickCare may store, access, use or disclose the PHI of Customer's residents within Canada or the United States.
- c) **[Applicable to Alberta Customers Only] Disclosure outside the Province.** Customer hereby confirms that the MSA and/or any Information Manager Agreement ("IMA") signed between the Parties meets all the legal requirements set forth in Section 8(4) of the Health Information Regulation (Alberta Regulation 70/2001) with respect to the provisions which must be included in a written agreement before a custodian (Customer) may share health information with a person (PointClickCare) who will be storing, using or disclosing the information outside of Alberta.
- d) **[Applicable to British Columbia Public Sector Customers Only] Personal Information Stored in and/or Accessed from Foreign Jurisdiction.** Customer hereby confirms that it is in compliance with Section 30.1 of the Freedom of Information and Protection of Privacy Act (RSBC 1996, c. 165), because its standard resident consent form expressly informs individuals that their personal information, which will be collected by Customer in the course of providing health care services, may be stored in and/or accessed from a jurisdiction outside of Canada.
- e) **[Applicable to Newfoundland & Labrador Customers Only] Storage, Use and Disclosure outside the Province.** Customer hereby confirms that it is in compliance with Section 13 of the Personal Health Information Act (SNL 2008, c. P-7.01) ("**PHIA**") because it has established and implemented information policies and procedures, which include provisions to protect the confidentiality of PHI that will be stored or used in a jurisdiction outside the province or that is to be disclosed to a person in another jurisdiction. Customer also confirms that it is in compliance with section 47(1) of the PHIA, because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer's residents.
- f) **[Applicable to Nova Scotia Customers Only] Disclosure outside the Province.** Customer hereby confirms that it is in compliance with section 44(1) of the Personal Health Information Act (SNS 2010, c. 41), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer's residents.
- g) **[Applicable to Ontario Customers Only] Disclosure outside the Province.** Customer hereby confirms that it is in compliance with section 50(1) of the Personal Health Information Protection Act (SO 2004, c. 3, Sch. A), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be

collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; and/or (ii) the disclosure is reasonably necessary for the provision of healthcare to Customer's residents.

- h) **[Applicable to Prince Edward Island Customers Only] Disclosure outside the Province.** Customer hereby confirms that it is in compliance with section 35 of the Health Information Act (RSPEI 1988, c. H-1.41) ("**HIA**"), because: (i) its standard resident consent form expressly informs individuals that their personal health information, which will be collected by Customer in the course of providing health care services, may be disclosed outside the province to support services such as the Applicable Services; (ii) as set forth in Section 23(7) of the HIA, the disclosure is necessary for the provision of healthcare to Customer's residents; (iii) as set forth in Section 27(13)(d) of the HIA, the disclosure is for the purpose of delivering, evaluating or monitoring a program of the Customer that relates to the provision of health care or the payment for healthcare; (iv) as set forth in Section 27(13)(e) of the HIA, the disclosure is for the purpose of review and planning necessary for the provision of health care by another "custodian" (as defined in Section 1 of the HIA) to Customer's residents; (v) as set forth in Section 27(13)(f) of the HIA, the disclosure is to an information manager in accordance with the HIA; and/or (vi) as set forth in Section 27(13)(g) of the HIA, the disclosure is to a person who requires the personal health information to carry out an audit and/or to provide legal services, error management services, risk management services, peer reviews and/or quality improvement services to the Customer.
2. **Prohibited Actions.** Customer shall not, and shall ensure Users do not: (i) make the Applicable Services or any other PointClickCare service available to anyone other than Users; (ii) sell, resell, lease, timeshare or transfer the Applicable Services or any other PointClickCare service; (iii) use the Applicable Services or any other PointClickCare service to upload, post, distribute, link to, publish, reproduce, engage in, disseminate, or transmit any of the following: (a) malicious code, (b) illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful, harassing, offensive, inappropriate, or objectionable information or communications, (c) content or Data which would falsely represent Customer's or any User's identity or qualifications, (d) content or Data which constitutes a breach of any individual's privacy, (e) advertisements or any other unsolicited communications, or (f) any information, software, or content which is not legally Customer's and may infringe the rights of any person, including intellectual property rights; (iv) interfere with, or disrupt the integrity or performance of, the Applicable Services, any other PointClickCare service, or third-party Data; (v) attempt to gain access to any other entity's services, or systems, networks, or related Data which Customer does not have a legal right to access; (vi) copy, duplicate, reproduce, frame, or mirror any part of the Applicable Services or any other PointClickCare service, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes (for greater clarification, a customer may use information accessed via PointClickCare's Data Relay feature (formerly known as RRDB) or any other PointClickCare service internally but may not share such information with any third party, including but not limited to a health information technology company [or an affiliate, agent, or consultant thereof] or a company that has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system that is in any way competitive with the Applicable Services or any other PointClickCare service); (vii) derive specifications from, modify, decompile, de-construct reverse engineer, translate, record or create any derivative works based on the Applicable Services or any other PointClickCare service; (viii) access the Applicable Services or any other PointClickCare service if Customer is a health information technology company (or an affiliate, agent, or consultant thereof) or otherwise has a business interest in, is creating or developing, or is planning the creation or development of, a health information technology service, product, or system in any way competitive with the Applicable Services or any other PointClickCare service; (ix) copy any features, functions, or graphics of the Applicable Services or any other PointClickCare service; (x) access or allow any employee, contractor or agent to access the Applicable Services or any other PointClickCare service, with, for example, any automated or other process such as screen scraping (also known as web scraping or data scraping), by using robots, web-crawlers, spiders or any other sort of bot or tool, for the purpose of extracting data, modifying data, monitoring availability, performance, functionality, or for any other benchmarking or competitive purpose; or (xi) access the Applicable Services or any other PointClickCare service in such a way that adversely impacts the performance of the Applicable Services or any other PointClickCare service.
3. **Recommended and Requisite Actions.** Customer shall comply in frequency, timeliness, completeness, and accuracy in executing the recommended and/or requisite processes and components related to any of the Applicable Services. This includes but is not limited to – with respect to Clinical Standard Content, Nursing Advantage and Performance Insights – assessments and clinical documentation, supervisory review and quality assurance, documentation of outcomes, and providing pre-implementation benchmark data. Customer's failure to comply shall void all warranties and guarantees of PointClickCare with respect to the Clinical Standard Content, Nursing Advantage and Performance Insights. Customer's failure to comply with other recommended and/or requisite processes and components of other Applicable Services shall void all warranties and guarantees of PointClickCare with respect to such other Applicable Services.

4. **Clinical Responsibilities.** Customer acknowledges that deployment of any Applicable Service or other PointClickCare service in no way replaces or diminishes the role of a physician and/or a clinical team, nor does any Applicable Service or other PointClickCare service replace appropriate medical assessments, decision making or treatment.
5. **Indemnification.** Customer, and not PointClickCare, shall be fully responsible for any uses made of the Applicable Services or any other PointClickCare service by Customer, its agents, employees and representatives, and for the consequences of any decisions made or actions taken or not taken based in whole or in part thereon. PointClickCare is not a health care provider and does not provide medical advice. Therefore, with regard to any third-party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer's or its affiliates' access to or use of the Applicable Services (or any other PointClickCare service) or delivery of medical care (a "**Medical Claim**"), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare's services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS, AND TO THE EXTENT THAT, SUCH CLAIMS RESULT FROM NEGLIGENT ACTS OR OMISSIONS BY POINTCLICKCARE (OR ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR SUBCONTRACTORS).
6. **Insurance.** Customer shall maintain, at no cost to PointClickCare, insurance coverage (including medical malpractice coverage) as is usually carried by LTPAC entities and/or home health agencies of the type and size of Customer, which shall cover the terms of this Addendum and the MSA, with limits commercially reasonable in connection with Customer's facilities, Customer's Data, and Customer's provision of health care services to Customer's residents, so that such coverage shall be available in the event of a claim by any of Customer's Users or resident(s) (or their representatives or estates) against PointClickCare.
7. **Hold Harmless.** Customer acknowledges that it is inherent in the nature of the Applicable Services that the PHI of an individual can neither be omitted nor deleted from the central data pool referred to in Section 1 of this Addendum. Customer agrees that it is solely responsible for obtaining all necessary consents to ensure that every applicable individual's data may be included in a data pool. If Customer fails to obtain adequate consent, Customer shall hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result from using or disclosing said individual's PHI in relation to the Applicable Services data pool. Customer further acknowledges that, if Customer grants an individual's request to omit or delete his/her data from the data pool, the only way for PointClickCare to honor that request would be to remove the copy of Customer's entire database from the pool, and Customer would no longer be able to use the Applicable Services. In such an event, Customer shall hold PointClickCare harmless from any and all adverse expenses, damages or losses which may result from Customer's inability to continue using the Applicable Services.
8. **Limitation on Filing Claims.** No claim against PointClickCare of any kind, under any circumstances, whether in relation to the Applicable Services or any other PointClickCare service, shall/may be filed more than one year after Customer 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.
9. **Data Sharing Authorization.** The Parties acknowledge that Customer's authorization is required before PointClickCare may disclose any of Customer's resident's data to a third-party facility (such as a hospital). Where the disclosure will be bi-directional in scope, PointClickCare may not facilitate the sharing of data until such third-party facility also has authorized the bi-directional disclosure and receipt of data. To facilitate the sharing of data, PointClickCare's standard Data Sharing Authorization document ("**DSA**") must be signed by Customer and/or Customer must provide authorization within the Applicable Services themselves. The Parties agree that: (i) Customer's DSA may be amended at any time by Customer and that the version with the most recent date, signed by Customer, shall be the effective version ("**Effective DSA**") upon which PointClickCare can rely for the purposes of sharing data; (ii) where authorization has been provided within the Applicable Services themselves, such authorization shall remain in effect until such time as Customer revokes or revises the authorization within the Applicable Services; and (iii) where there is any conflict between the authorization provided by Customer in the Effective DSA and the authorization provided by Customer in the Applicable Services, PointClickCare shall be authorized to share data pursuant to the most permissive form of authorization.

Miscellaneous Provisions

10. **Warranty.** PointClickCare makes no warranty as to the results to be obtained from Customer's use of the Applicable Services except as expressly set forth in the MSA.
11. **Independent Contractor.** PointClickCare's relationship with Customer shall 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 Applicable Services, including any related support services, data migration, configuration, implementation and custom code development processes. In no event shall either Party be liable for the debts or obligations of the other Party. Customer shall not have any control or direction over the methods by which PointClickCare performs professional responsibilities hereunder.
12. **No Third-Party Beneficiaries.** Nothing in this Addendum shall be deemed to create any third-party beneficiary rights.
13. **Severability.** If any provision of this Addendum 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 shall 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 Addendum shall remain in effect and be severable and shall not be affected by any such determination of invalidity.
14. **No Waiver.** The failure of either Party to require the performance of any item or obligation of this Addendum, or the waiver by either Party of any breach of this Addendum, shall not act as a bar to subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.
15. **Principles of Construction.** In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days' prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the Applicable Services, without liability or penalty, in accordance with the termination for convenience provisions of the MSA. Customer's continued access to, or use of, the Applicable Services after such notice period constitutes acceptance of such changes.
16. **Compliance with Applicable Law.** Each Party shall perform its obligations under this Addendum in a manner that complies with applicable law. The Parties shall take such action as is necessary to amend this Addendum from time to time, in order for each Party to comply with the requirements of applicable law.
17. **No Construction Against Drafter.** Each Party to this Addendum 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 Addendum. As such, no Party hereto shall be considered to be the drafter of this Addendum 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 Addendum, and has exercised its own judgment in this regard, and has relied on its own professional advisors when evaluating the propriety and legality of the Addendum and the Applicable Services provided.
18. **Headings.** The heading of any Section or subsection contained in this Addendum is for convenience only and shall not be deemed a part of this Addendum or a representation as to the contents of the same.
19. **Counterparts.** This Addendum may be executed in one or more counterparts, including by way of pdf or other electronic means (such as DocuSign or AdobeSign), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

By signing this Addendum, Customer acknowledges having read and understood this Addendum, including all terms and conditions. Customer's signatory below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

CUSTOMER: West Virginia Veterans Nursing Facility
[legal name of company]

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____

I have authority to bind this company.

I have authority to bind this company.

THIS ADDENDUM TO MSA: Single Sign On Desktop (this “Addendum”) is an addendum to the Master Subscription Agreement (or other similarly titled agreement) (“MSA”) between PointClickCare Technologies Inc. (“PointClickCare”) and the undersigned Customer (“Customer”) pursuant to which Customer may subscribe for the use of the Single Sign On Desktop services (the “SSO Services”) provided by PointClickCare using a third party SSO provider (“SSO Provider”). SSO is part of the Identity and Access Management capabilities which assist with minimizing the effort involved in managing user access and in improving efficiency through easier Customer internal sign-on capabilities. Capitalized terms used but not defined in this Addendum will have the meaning set out in the MSA.

In order to access and use SSO Services, Customer agrees to use of the SSO Services and to the additional contractual provisions set out in this Addendum which shall apply only to the SSO Services and which shall accrue the benefit of PointClickCare and the SSO Provider. The terms and conditions of this Addendum are incorporated by reference into the MSA. In the event of conflict between this Addendum and the MSA, the terms and conditions of this Addendum shall prevail as they relate to the SSO Services.

SC1. Customer’s Acknowledgments and Agreements. In respect of the use of the SSO Services, Customer understands, acknowledges, and agrees that SSO provides integrated access for PointClickCare users to access the PointClickCare platform using Customer controlled and assigned corporate login credentials. SSO eliminates the need for an additional PointClickCare login credential for Customer end users accessing PointClickCare services and solutions. SSO enables Customer end users to reset passwords through Customer provided mechanisms using Customer corporate login credentials. The Customer further understands, acknowledges, and agrees that:

- a) the convenience of SSO means that PointClickCare will not control the identity provider (IdP) once the Customers’ Users of PointClickCare platform and services log on to PointClickCare using the SSO;
- b) the Customer will be responsible for configuring and determining all Customer User authentication including without limitation computer screen time-outs and other such Customer security and authentication mechanisms;
- c) the SSO Services are dependent upon a number of factors beyond PointClickCare’s control, including, but not limited to, Customer third party Identity and Access Management providers, and/or the operation of hardware and network services provided by third parties;
- d) as a condition of using the SSO Services, Customer accepts all risk (whether known or unknown) associated with the foregoing and
- e) with Customer’s use of the SSO Services; and
- f) PointClickCare is not a health care provider and does not provide medical advice. Therefore, with regard to any third party threatened or asserted claims or actions, including for personal injury, tort, medical malpractice, or for other acts, errors, or omissions in the delivery of medical care or medical information, or that otherwise arise out of or are in any way connected with Customer’s access to or use of the SSO Services or any of Customer’s affiliates’ delivery of medical care (a “**Medical Claim**”), Customer shall indemnify, hold harmless and defend PointClickCare and its officers, directors, employees, agents, and subcontractors, including but not limited to, parties retained by PointClickCare to provide services or products directly to Customer or indirectly through incorporation of their services or products in PointClickCare’s services and products, from and against any such claims, including but not limited to Medical Claims, and against any and all losses, damages, expenses (including reasonable attorneys’ and expert fees), claims, liabilities, suits, or actions resulting therefrom, whether or not such claims or Medical Claims are foreseeable as at the effective date hereof, UNLESS SUCH CLAIMS RESULT FROM THE GROSSLY NEGLIGENT ACTS OR OMISSIONS BY PointClickCare.

SC2. Fees and SSO Term: The SSO Services are provided on a minimum 12-month term subscription basis only and fees shall be invoiced and payable monthly in accordance with the Order Form terms (“SSO Fees”). SSO Fees shall require payment by Customer irrespective of any cancellation of SSO Services and/or Services under the Customer MSA any time prior to the end of the 12-month term. SSO Services shall renew automatically annually on each term anniversary date for a one-year renewal term, unless written notice is provided 30 days prior to the expiration of the initial term or any renewal term. Customer’s signatory below represents that they are entering into this Addendum on behalf of Customer and that they have the authority to legally bind Customer to this Addendum.

SC3. Principles of Construction. In the event of a conflict between the provisions of this Addendum and those of the underlying MSA, the provisions of this Addendum shall prevail. Except as expressly modified by this Addendum, all terms and conditions of the MSA shall remain in full force and effect. PointClickCare reserves the right to amend the terms of this Addendum for reasons related to legal, regulatory, technical, or operational requirements, upon providing sixty (60) days’ prior notice to the Customer. Such notice may be delivered via posting within the service, in-product notifications, email notification or as otherwise permitted under the MSA. If the Customer does not consent to the amended terms or services, the Customer may terminate this Addendum, including its use of the SSO Services, without liability or penalty, in accordance with the termination for convenience provisions of

the MSA. Customer’s continued access to, or use of, the SSO Services after such notice period constitutes acceptance of such changes.

This Addendum may be executed in one or more counterparts, including by way of pdf or other electronic means (such as DocuSign or AdobeSign), each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

By signing this Addendum, Customer acknowledges having read and understood this Addendum, including all terms and conditions. Customer’s signatory below represents that s/he is entering into this Addendum on behalf of Customer and that s/he has the authority to bind Customer to this Addendum.

POINTCLICKCARE TECHNOLOGIES INC.

For Customer: West Virginia Veterans Nursing Facility

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

I have authority to bind this company.



Statement of Work

West Virginia Veterans Nursing Facility

2/26/2026 | Professional Services

PointClickCare Technologies Inc.
5570 Explorer Drive
Mississauga, Ontario
L4W 0C4
www.pointclickcare.com

PointClickCare Contact:
Wendy Martino
Service Sales Consultant
Wendy.Martino@pointclickcare.com

Statement of Work

This Statement of Work (“**SOW**”) is effective as of the latest signature date (the “**SOW Effective Date**”) and is entered into between PointClickCare Technologies Inc. (“**PointClickCare**”) (or referred to as “**we**”) and undersigned Customer (also referred to as “**you**” or “**your**”) pursuant to the terms of the Master Subscription Agreement (or other similarly titled agreement) (the “**MSA**”) between the parties. In the event of a conflict between this SOW and the MSA, the terms of the MSA shall govern. Capitalized terms used in this SOW shall have the same meaning as in the MSA.

Overview

PointClickCare has experience in understanding our customers’ needs and expertise in completing successful implementations. Our implementations are delivered through a consultative, partnership-based approach. Our professionals work with you to understand your requirements, consult on industry-leading best practices along with monitoring and support during your first few weeks after go-live. Implementation will be completed within six (6) months of project initiation.

Project Scope

SOLUTION: Package upgrade from Skilled Nursing Value to VBC SNF Premium Based Bundle for West Virginia Veterans Nursing Facility. (org code: wvva)

Solutions to be implemented under the new bundle subscription include:

Document Manager – new solution

PDPM Coach – new solution

Advanced Insights Package

Performance Insights – solution already implemented

Market Insights – new solution

Nursing Support Package

Nursing Advantage – new solution

Infection Prevention and Control – new solution

eINTERACT – new solution

Skin and Wound – solution already implemented

Practitioner Engagement Package

Practitioner Engagement – solution already implemented

Medicare Certification – new solution

Integrated Lab and Imaging for SNF

Integrated Results tracking – new solution - *Please note that your lab must be PointClickCare Certified and to avoid any additional quotes, it will need to be implemented at the same time as your radiology.*

Integrated Orders – solution not to be implemented at this time.

Automated Care Messaging Staff – new solution

Solutions not to be implemented under the new bundle subscription include:

Eligibility Verification

eReferrals

Please note that any solutions not implemented at this time will require any additional quotes.

Guided by our Professional Services team and in collaboration with your organization, we will support your organizational goals of improving quality of care aligned with value-based care. By focusing on implementing process and tools to enhance the quality of care delivered and standardize documentation. We will monitor key performance metrics pre-implementation, during the implementation, and post implementation to validate you are on your way to achieving the desired outcomes and value anticipated.

Our team will:

- Conduct a Project Initiation and Kick-Off Call with your team.
- Conduct regular status calls with your team throughout the course of the project.
- Conduct a full Business Process Review, Data Collection and Proof of Concept with your team for the new solutions.
- Enable and configure your Skilled Nursing Facility in your database with the new solutions.
- We will provide one (1) round of remote-based super user training on the workflows associated with the VBC Bundle solution package.
- Technical Services will provide the following
 - Item ID 86 - Clear all active incidents that show up in Clinical > Risk Management > Active > 'Active Incidents', and 'Incidents Requiring Signatures'. All the incidents would be locked and moved to the Historical tab. If the client chooses to strike-out all the incidents, they would be moved to the 'Struck Out' tab
 - Item ID 85 - Clear orders that show up in Clinical > Orders > Orders Pending Signature
 - Item ID 79 - Discontinue all active orders for all discharged residents in the facilities
 - Item ID 194
- Provide go-live monitoring and support through **one (1)** wave of implementation.
- Conduct a Project Closure Call.

Your Project Manager will facilitate delivery of the above work.

Project Initiation

PointClickCare's Professional Services team will contact you within ten (10) business days of the MSA and/or Order Form signature date to schedule the start of the project. Upon commencement of the initiation phase, we will arrange and lead a kickoff meeting with your team for the purpose of providing an overview of the services to be delivered, the communication plan, and to mutually develop a project schedule.

Discovery

During the discovery process, we will align on the outcomes relative to People, Process and Technology. Baselines and targets are established after requirements gathering and review of best practices. The final project plan will be created and readiness to begin the Implementation phase. After the kickoff meeting you will be provided with a Data Collection tool for you to complete the facility specific information necessary to set up the system for your facility. This will need to be completed within the first week of your project to avoid any delays to go-live. Our Consulting team will meet with your organization to define discovery areas for the scope being delivered for your organization.

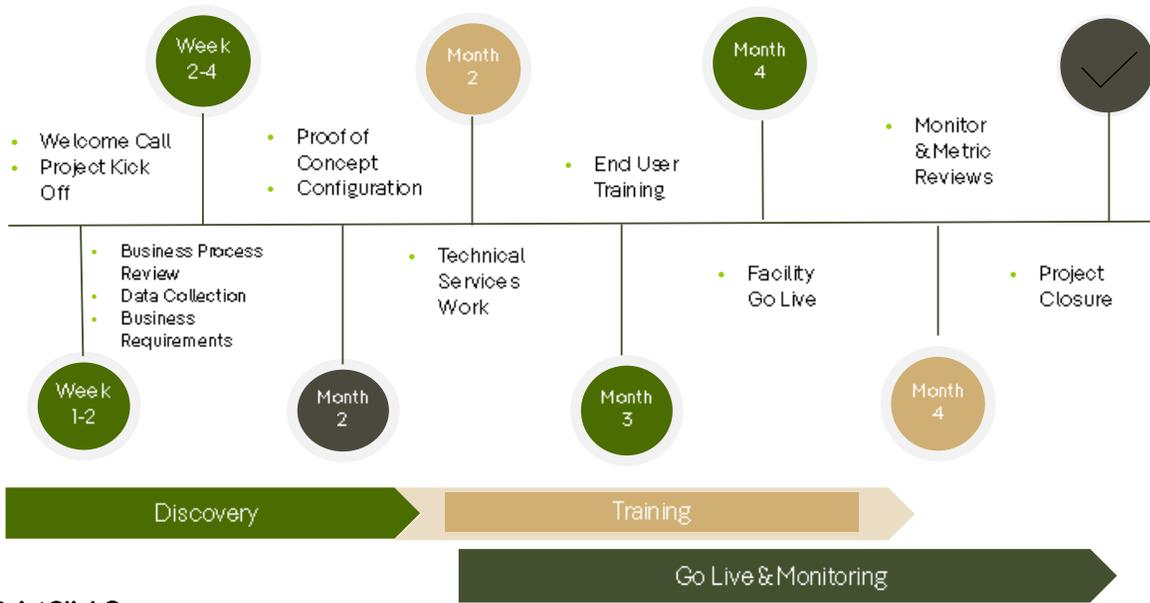
Implementation

Configuration and integration setup will be completed during this phase. We employ a "Super user/train the trainer" approach to prepare you with the necessary skills and tools to support your facility implementation. Training will be delivered through scheduled, remote web-based training sessions provided by us or a certified third-party partner. Live training sessions are supplemented by self-directed eLearning. Live trainings are interactive sessions for one to two hours in length.

PointClickCare will coordinate with the customer to align the planned implementation and training. We will provide one (1) round of remote-based super-user training on the following workflows associated with your package solutions:

- Pre-Admission (Financial)
- Registration (Financial)
- Interdisciplinary Admission & Move In
- Risk Management
- Basic Documentation
- Medication Management
- Billing & Collections
- Resident Account Management
- Care Management
- Manager's Insights (Financial)
- Configuration & Maintenance (Clinical and Financial)

Implementation Timeline - 1 Wave



NOTE: Estimated Timeline is based upon best practice. Project Manager will work with Customer during engagement to finalize Project Plan and Implementation Dates.

Go-Live and Monitor

Upon completion of the training sessions, we will provide go-live support and post go-live status calls, if applicable to the scope of your project. We will measure success with metric reviews and follow-up on desired outcomes.

Closure

After the go-live and monitor phase, we will arrange and lead a project closure meeting with you to review items that may have been raised during the project, identifying necessary follow-on activities, and obtaining feedback. Your organization will be transitioned to the Customer Success and Customer Support teams.

Project Governance

A PointClickCare project manager will plan and coordinate PointClickCare activities and resources, coordinate issue management and resolution and manage project changes from the PointClickCare perspective. The

project manager will also coordinate and chair weekly status meetings with mandatory participation by your project lead.

Your Staffing and Activities

To support a successful project, we require you to make the following investments.

- Assign a Project Sponsor who will advocate for the project within your organization, make critical project decisions and remove internal roadblocks that may be impeding project success.
- Engage Subject Matter Experts familiar with your business needs, processes, and integration requirements, and are empowered to make decisions about processes that impact the solution.
- Ensure that your Stakeholders and Super Users - prioritize, attend, and respond to all project requests, requirements gathering, data collection and training responsibilities.
- Define a dedicated team responsible for completing data validation requirements within the project timeline and completing resident chart reviews prior to go-live (if applicable).
- Provide training to all end users in your facilities, by utilizing your trained Super Users.
- Develop a support strategy for the initial go-live day and ongoing, ensuring that identified Super Users are available to assist.
- Ensure timely attendance and availability of relevant stakeholders for implementation discussions and training sessions, while minimizing cancellations
- Be excited! You are implementing additional features of the best SaaS solution for delivering and managing post-acute care.

Key Assumptions

- All services will be provided remotely unless expressed and defined within this SOW.
- PointClickCare will make configuration changes to areas that require PointClickCare superuser access and all required configuration during your first facility/community implementation. All other configuration changes will be made by the customer's designated team unless contractually agreed upon in this SOW. PointClickCare resources will be available to support as needed; additional configuration request for PointClickCare to complete changes will be billed at agreed upon hourly rate.
- PointClickCare will provide super user training using the train the trainer approach. All end user training is the responsibility of the Customer.
- The Customer will provide equipment for training including devices to access the training environment and projectors/screen for the training rooms. If staff will be trained off-site, the Customer will procure the training location.
- The Customer will provide the hardware (i.e., laptops) and infrastructure (i.e., internet connection) for community/facility staff.
- Third-party solutions that you chose to subscribe to through the PointClickCare Marketplace will be your responsibility for coordinating with those vendors on requirements, integrations, and activation.

Security Default Settings Requirement

- As a condition of the implementation and activation of PointClickCare services, the Customer agrees to implement and maintain the following baseline security configurations (the “Security Defaults”) to ensure secure access to the platform:
- 1. **Multi-Factor Authentication (MFA):** MFA must be enabled and enforced for all IT administrators and for all users accessing PointClickCare services remotely.
- 2. **IP Allowlisting:** IP allowlisting must be implemented for users accessing PointClickCare services from within healthcare facilities, thereby restricting non-remote user access to approved network locations.
- The Customer shall ensure that the Security Defaults are fully configured and operational prior to the completion of onboarding or the activation of PointClickCare services, whichever occurs first. The Customer acknowledges that these configurations are essential to preserving the security posture of the platform and are intended to mitigate the risk of unauthorized access.

Change Management Process

If Customer or PointClickCare requests a change in any of the specifications, requirements, Deliverables, or scope (including drawings and designs) of Professional Services described in any SOW, 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.

Acceptance and Authorization

This SOW relates to Order From Q-160830 dated Feb 18, 2026. Upon conclusion of the Project, a final Project Completion/Transition document will be submitted to you to acknowledge completion and fulfillment of the obligations under this SOW.

IN WITNESS WHEREOF, the parties hereto each acting with proper authority have executed this Statement of Work, under seal.

PointClickCare Technologies Inc.

West Virginia Veterans Nursing Facility

Signature:

Signature:

Print Name:

Print Name:

Print Title:

Print Title:

Date:

Date:

I have authority to bind this company.

I have authority to bind this company.

Proposal for:

West Virginia Veterans Nursing Facility

Feb 26, 2026

Prepared by:

John Johnson

(905) 858-8885

john.johnson@pointclickcare.com



About PointClickCare

PointClickCare is the electronic health record (EHR) platform of choice for the long-term post-acute (LTPAC) market, helping healthcare providers meet the challenges of senior care by enabling them to achieve the business results that matter – enriching the lives of residents, improving financial and operational health, and mitigating risk. The combination of PointClickCare’s intuitive cloud-based software and value-driven implementation model enables senior care providers of all sizes, from single independent homes to the largest multi-facility providers, to deliver a higher standard of healthcare while experiencing superior financial performance. Over 16,000 long-term post-acute care providers throughout North America have chosen to trust their business to PointClickCare.

PointClickCare recognizes that the needs of the LTPAC industry are evolving, and as such continues to reinvest a significant proportion of its annual revenue into ongoing technology research and development. We recruit the best Information Technology (IT) talent available, while hiring industry subject matter experts who have diverse and extensive backgrounds in all facets of the long-term post-acute care market. You can be assured we will always remain well ahead of the curve in terms of technology trends, customer experience, ease-of-use and compliance requirements, enabling you to focus on the health of your business, your staff and your residents, rather than the technology you’re using.

Our platform currently holds more than 1.2 million active resident records and is supported by a robust infrastructure that has the capacity to process large volumes of transactions, which enables our users to safely and efficiently submit millions of assessments annually. Our commitment to our customers’ success is evidenced by a lifetime retention rate of over 98%. Both our corporate values and subscription-based business model support our mission to earn our customers’ business every day.

We know that organizations can derive a lot of value through direct collaboration and interaction with their peers. At PointClickCare, we offer our customers multiple avenues to engage with peers to discuss ideas, best practices, and share thoughts about what’s happening in the industry through local and online user groups, our online customer community, and our annual user conference, PointClickCare SUMMIT (www.pointclickcaresummit.com).

Our continuously expanding network of partners offers both broad knowledge and expertise, as well as the flexibility to work with a variety of leading technology, consulting and software companies as your needs grow and change. Partners will enhance the value of your investment in PointClickCare so that you can provide optimum levels of support to your residents and staff, while strengthening the health of your business.

Our goal is to improve healthcare by helping providers work better together. We are pleased that you have taken the first step to joining us in this important mission.

5570 Explorer Drive
 Mississauga, ON
 L4W 0C4
www.pointclickcare.com

Prepared For: David Pauline

Account Number: 1196358
Quote Number: Q-161591
Date: Feb 26, 2026
Start Date: Feb 26, 2026
Billing Frequency: 1
Professional Services Billing Frequency: 100% on contract/quote signing
Project Commencement Date:
Expires On: Apr 01, 2026
Sales Rep: John Johnson
Account Owner: Josh Hudler

Pharmacy Integration:

Pharmacy: UniqCare Pharmacy

West Virginia Veterans Nursing Facility SNF
 Clarksburg, WV

Includes web-based training with a live instructor. Pharmacy Integration is not included in SmartPath.

10% discount applied.

Summary

Packaged Professional Services – One Time Discounts

Product / Service	Quantity	Discount Applied	Discounted Total
IMM Gap with OM and eMAR in PCC (ECD&T)	1	10%	\$ 2,940.30
TOTAL:			\$2,940.30

Terms:

1. **Contract:** This Quote/Order Form sets out the PointClickCare services to which Customer has subscribed pursuant to the Master Subscription Agreement (or other similarly titled agreements) including the applicable Professional Services Addendum or pharmacy agreements. This Quote/Order Form is not an invoice. Customer will receive monthly invoices during the subscription term.
2. **Start Date for Billing.** Notwithstanding anything to the contrary in this Quote/Order Form, the Agreement or any associated Addenda, Customer acknowledges and agrees the Billing Start Date shall be effective the date noted above under the Billing Period column (the “Billing Start Date”).

Strictly with respect to subscription services, in the event a facility implements and activates PointClickCare software for a facility two (2) months or earlier from the Billing Start Date for the facility, the start date for billing fees for the facility shall commence no later than the first day of the month following the 60th day after implementation or activation (the “Early Billing Start Date”). For avoidance of doubt, if the Billing Start Date for a facility is August 01 and the implementation is completed by April

01, billing shall commence no later than June 01 as a result of the prompt completion of the implementation which shall be deemed the Early Billing Start Date.

In the absence of a Billing Start Date, the following shall apply:

- a) Core Subscription: In respect of each Customer facility, the first day of the month following the import of Customer Data into PointClickCare's systems.
 - b) Additional Module(s): In respect of each Customer facility, the first day of the month following activation of such modules.
 - c) Professional Services Fees: Professional Services Fees set out in this Quote/Order Form are due within 30 days of the date this Quote/Order Form is signed **unless** a 'Professional Services Billing Frequency' is set out above.
3. Customer is responsible for providing and ensuring Customer's committed participation of resources in the implementation for a successful implementation. PointClickCare shall have no liability to you to the extent requirements of the Subscription Order are not completed within any specific time periods due to the acts or omission by you or any factors outside PointClickCare's reasonable control.
 4. Quote Validity Period (if applicable). This Quote/Order Form must be signed and returned to PointClickCare in advance of the Expiry Date noted above. Upon expiration, the then current pricing shall be applied, and a new Quote/Order Form shall be generated upon request.
 5. Taxes: All prices exclude federal and state or provincial sales, excise, use, property, health services, as well as goods and services and value added taxes or similar taxes ("Taxes"). Customer acknowledges such Taxes and agrees it shall be responsible for the payment of any such Taxes to PointClickCare unless it provides a valid tax exemption certificate or direct pay permit acceptable to taxing authorities. In the event PointClickCare is assessed Taxes, interest and penalty by any taxing authority, Customer agrees to reimburse PointClickCare for any such Taxes, including any interest or penalty assessed thereon.
 6. Project/Services Documentation: This Quote/Order Form sets out the summary of all of the Professional Services to be provided by PointClickCare to Customer. Details of the services, including any timelines, methodologies, resource allocations, etc. will be provided by means of one or more Statements of Work and/or project planning documents to be developed by PointClickCare and approved by Customer. All project coordination, implementation and data services are provided by PointClickCare consultants online and over the telephone. Onsite services are available upon request and quoted separately.
 7. Cancellation: Training sessions may be cancelled or rescheduled with a minimum of 24 hours' prior written notice or are chargeable at their normal rate.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

POINTCLICKCARE TECHNOLOGIES INC.

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

For Customer: West Virginia Veterans Nursing Facility

Signature: _____
Print Name: _____
Print Title: _____
Date: _____

I have authority to bind this company.

Product Details

Product Name

Product Description

IMM Gap with OM and eMAR in PCC (ECD&T)

IMM Gap with OM and eMAR in PCC - (ECD&T)

Vendor Attachments

- Solution Sheets
- Security Overview

PointClickCare SNF VBC Premium Bundle

Practitioner Engagement

- Practitioner Engagement
- Medicare Certifications

Laboratory and Imaging Integration

- Integrated Lab/Imaging Orders

Value Add-ons

- Data Relay
- ACM

Nursing Support

- Nursing Advantage
- Skin & Wound
- Infection Prevention & Control
- eINTERACT

Advanced Insights

- Performance Insights
- Marketing Insights

EHR for SNF
Secure Integrated Platform

Customer Success | Smart Zone On-Demand Training | Ongoing Basic Support | Marketplace Access



Larger Care Network

<ul style="list-style-type: none"> • EHR • Communication Dashboard • Dashboards and Reporting • Clinical Chart • Enterprise Management (Multi-Site Database) • User Security Management • Pass-Through Authentication (PTA) • Identity Access Management (IAM) • Single Sign-On (SSO) • User Account Provisioning (UAP) • Multi-Factor Authentication (MFA) • Master Patient Index (MPI) 	<ul style="list-style-type: none"> • Billing and AR Management • Claim Exports • Ancillary Imports • Trust Fund Management • Collections • Integrated Claims Management 	<ul style="list-style-type: none"> • Diagnosis • Allergies • Weight and Vitals • Standard and User-Defined Assessments • Care Plans • Progress Notes • Point of Care (POC) • MDS (including PDPM Coach) • Immunizations • Therapy Integration 	<ul style="list-style-type: none"> • ADT Census Management • User Defined Fields • PointClickCare Connect • Connected Care Center • Partner Tool Kit • Incident Management • Chart Pic • Integrated Direct Messaging • Interoperability • Referral Management • Eligibility Verification • eReferrals • Document Storage • Document Manager • Resident Event Calendar • Secure Conversations 	<ul style="list-style-type: none"> • Order Management • eMAR
<p>System</p>	<p>Revenue Cycle Management</p>	<p>Clinical Documentation</p>	<p>Transition & Operations</p>	<p>Order Management</p>

EHR Platform

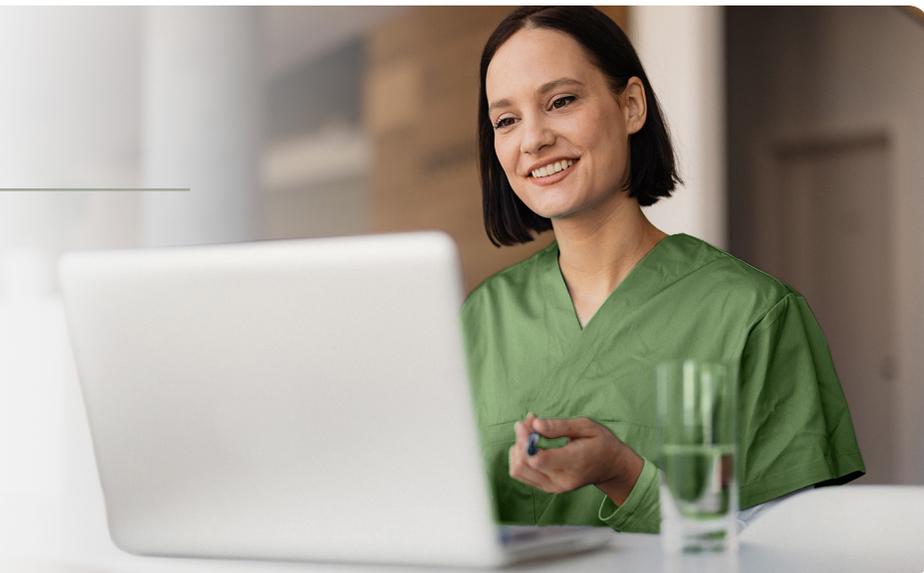
EHR for SNF
Secure Integrated Platform

Customer Success | Smart Zone On-Demand Training | Ongoing Basic Support | Marketplace Access

PointClickCare®

Solution Sheet

Nursing Support



PointClickCare's Nursing Support package helps organizations provide consistent, high-quality, well-documented care. Equip nurses to thoroughly evaluate each resident's condition and proactively respond to changes, minimizing the risk of hospital readmission due to variability in care delivery.

An integrated way to reduce the burden of documentation and support more time at the bedside.

Skilled nursing facilities (SNFs) are under increasing pressure to deliver high-quality, coordinated care while managing complex resident needs, escalating staffing shortages, and evolving regulatory requirements.

Our **Nursing Support** package addresses these challenges with connected workflows, guiding clinical decisions and simplifying documentation. Integrated assessments and real-time data supports earlier intervention, reduces care gaps, and strengthens care team coordination.

This package also provides access to our new **AI Assistant**, which uses advanced technology to surface relevant information for staff, enhancing daily operations and enabling timely, informed action.

How can Nursing Support help?



Improve resident outcomes

Clinical decision support, coordinated documentation, and integrated assessments work together to ensure consistent care and help staff monitor resident changes more effectively over time.



Safeguard financial performance

Consistent documentation and proactive care help reduce avoidable costs and improve reimbursement across your organization.



Enhance clinical workflows

By reducing daily friction and supporting clear, accurate documentation, staff can act with greater confidence, focusing more on resident care.

What's Included in Nursing Support

Nursing Support expands the PointClickCare EHR capabilities with proactive, clinical assessment solutions.



Nursing Advantage

Smart assessments | Clinical guidance | Visibility into acuity | Regularly updated content | Seamless data sharing



Skin and Wound

Photo recognition detects subtle changes in wounds | Auto-measurements ensure consistency | Imaging tracks wound healing | Integration with residents' charts.



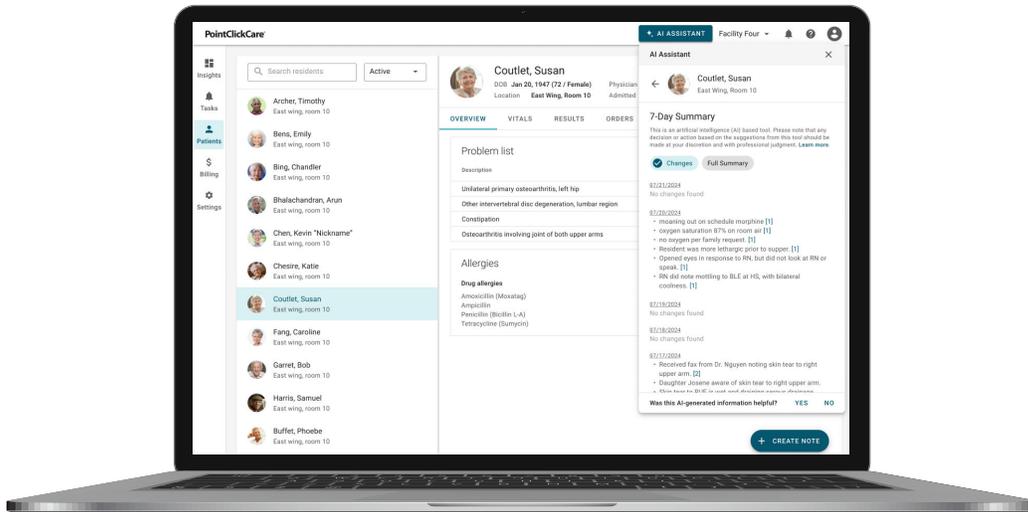
Infection Prevention and Control

Visual indicators highlighting infections | Centralized case list | Enhanced barrier precautions ensure safety | Antibiotic stewardship dashboard | Real-time outbreak detection



eINTERACT

Stop and Watch alerts | Condition change assessment | Symptom-specific reference guides | SBAR form for provider notification | Hospital transfer forms | QI review for trends



PointClickCare is a leading health tech company with one simple mission:
to help every provider deliver exceptional care.

Discover more



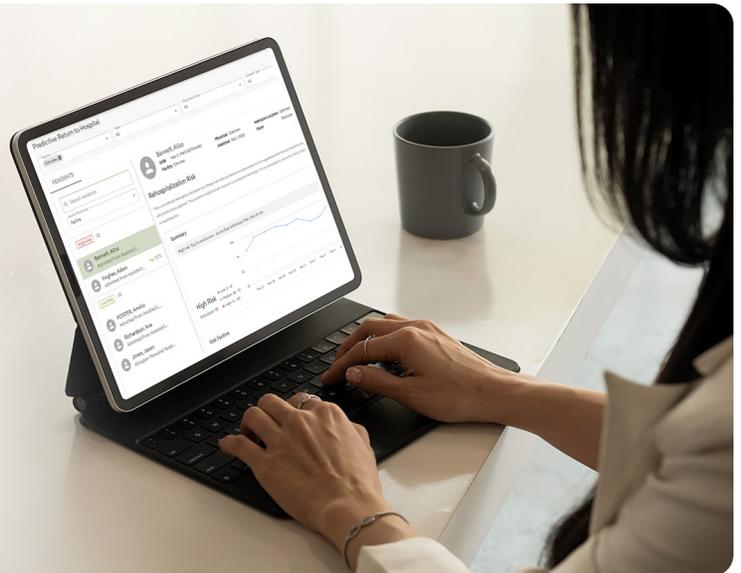
PointClickCare®

PointClickCare®

Solution Sheet

Advanced Insights

Actionable Intelligence to Boost Performance



Advanced Insights offers data visualization embedded into the platform providing organizational visibility for clinical, financial, and operational metrics to enhance patient care, improve quality, and drive reimbursement.

Build a holistic view of your organizational performance.

Performance Insights

Comprehensive analytics from one central location enables you to optimize organizational outcomes, transform patient experience and drive efficiencies across your organization

Market Insights

Empower your skilled nursing organization with the ability to use industry and PointClickCare data to know where they stand in their network, showcase their strength, and improve market share

40 Hours

of time saving per month reviewing performance versus using prior reporting process.

Parker Life

Key Benefits



Optimize Operational Outcomes

Easily access comprehensive analytics that are updated daily with the latest clinical documentation and MDS assessments



Ensure Accurate Reimbursement

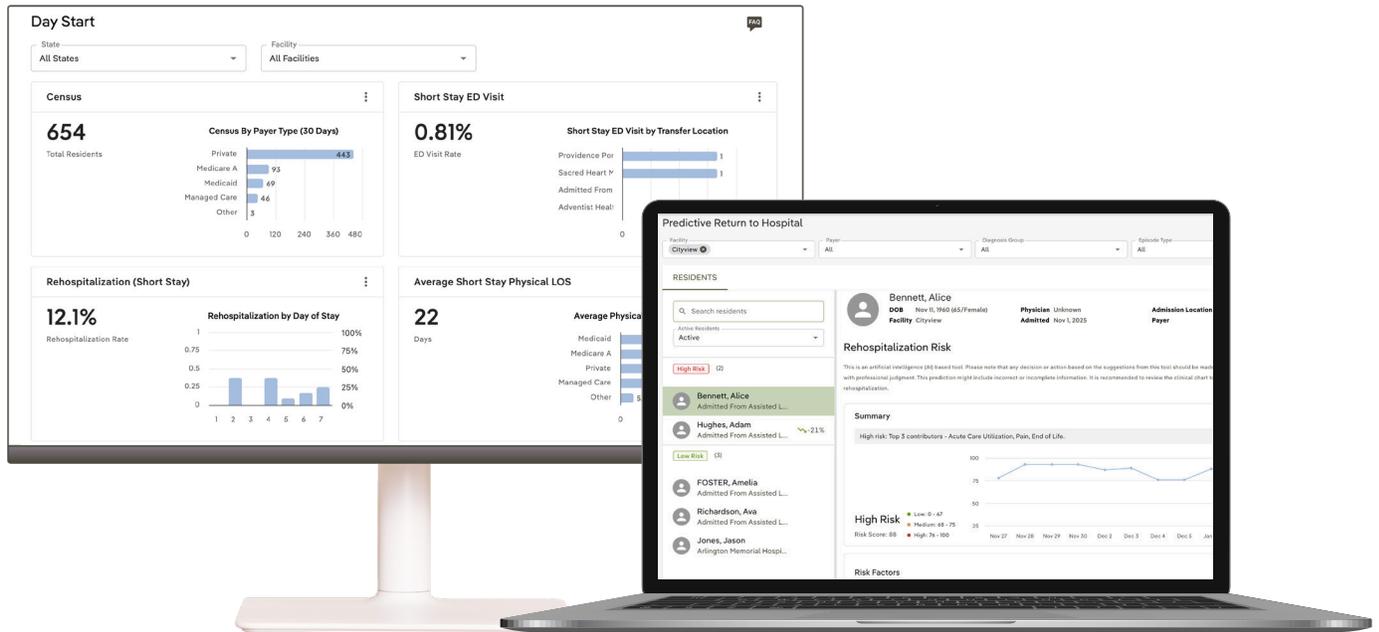
Leverage precise clinical reimbursement information to attain financial success and secure reimbursement for the exceptional care provided



Drive Efficiency Across Your Organization

Interactive reports offer a comprehensive view into overall business performance internally and within your market to address areas of improvement and quality outcomes

Advanced Insights Key Functionality



Go from insight to action and make informed decisions with consistent, clear reporting across operational areas.

Risk Management

Performance and marketing insights support risk management by providing data-driven analysis that enables organizations to identify potential risks, anticipate market trends, and make informed decisions to mitigate those risks effectively.

Operational Health

Support operational health by providing visibility into system performance metrics, enabling proactive identification and resolution of issues to ensure optimal functionality

Clinical Reimbursement

Our solutions enable healthcare providers to optimize clinical performance and align services with market demands and payer requirements, leading to improved reimbursement rates and regulatory compliance.

PointClickCare

PointClickCare is a leading health tech company with one simple mission: to help every provider **deliver exceptional care.**

PointClickCare®

Solution Sheet

Chart Advisor for Skilled Nursing

Proactively protect your margins and mitigate risk exposure with AI-powered risk management.



Chart Advisor is an AI-powered risk management solution that automatically detects and surfaces potential risk events in documentation, so clinical leaders can ensure records are accurate, compliant, and survey-ready.

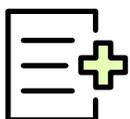
Close documentation gaps with ease before they become survey deficiencies or compliance risks.

Skilled nursing organizations today face mounting pressures: CMS penalties are increasing, staffing shortages exacerbate compliance risk, and staying ahead of costly risk events like falls and pressure injuries is critical.

PointClickCare's Chart Advisor is your documentation safety net, continuously scanning records to surface incomplete or missing documentation, so you can take timely corrective actions.



30 minutes saved per fall incident



More complete documentation: average number of follow-up notes per incident increased from 1-2 to 6-10 notes

Key Benefits



Proactively Mitigate Risk

Protect your organization from costly survey deficiencies and litigation by identifying and addressing undocumented or unreported risk events in real time.



Automate Risk Detection With AI

Reduce time and effort for clinical leaders by giving them full visibility in a single tool that leverages AI to identify and flag potential risk events.



Empower Clinical Leaders

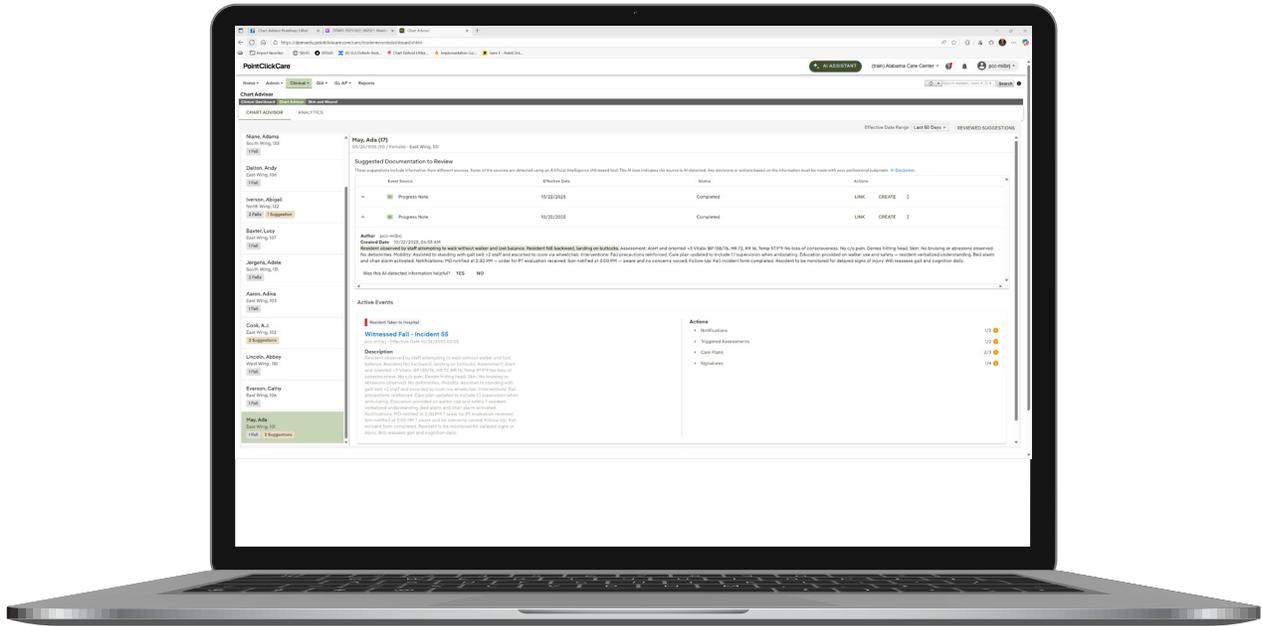
Equip skilled nursing leaders with an intuitive, integrated tool that simplifies oversight, reduces workload, improves documentation completeness, and streamlines care and compliance action tracking.



Ensure Documentation Completeness & Risk Resolution

Close documentation gaps and track required compliance actions for confirmed risk events to strengthen resident safety and survey-readiness.

Key Features



Automatic Risk Detection

Continuously scans resident documentation to detect undocumented incidents | Surfaces potential risk events for validation and compliance review

Streamlined Documentation and Risk Review

Consolidates suggested risk events into one dashboard for easy review and validation | Simplifies documentation review workflows and reduces manual effort

Compliance Action Tracking

Tracks progress on required compliance and care tasks, such as post-fall notifications | Ensures each action to address the risk is documented on time and survey-ready

Facility-Level Performance Monitoring

Facility-level analytics and reporting to identify key trends | Strengthens accountability and supports continuous compliance improvement

PointClickCare is a leading health tech company with one simple mission:
to help every provider deliver exceptional care.

Discover more



PointClickCare®

PointClickCare®

Solution Sheet

Infection Prevention and Control

Empowering real-time surveillance, management, and reporting of infection cases.



Infection Prevention and Control is a clinical workflow and intelligence solution that helps you achieve ongoing resident surveillance focused on infection prevention.

Early identification and prioritization of infections is more important than ever.

The health and safety of residents in skilled nursing facilities requires oversight and vigilance to manage and control the spread of infections.

Challenges to Managing Infections

To help prevent the spread of infections of all kinds, early identification is critical. Detecting and correctly correlating the symptoms of infections can prove challenging. Tracking infection cases is often a manual process that takes a significant effort to collect and collate information. The lack of analysis tools makes it difficult for infection preventionists to make care recommendations and communicate updates to staff.

Infection Prevention and Control:
How does it help?



Assess: Correlate symptoms of infections and identify if suspected criteria was met based on McGeer's and Loeb's criteria with the Infection Screening Evaluation



Attention: Review all infection cases using an interactive daily dashboard



Analyze: Gain a better understanding of the infections to make more informed decisions



Recommend: Guide care staff to follow infection-related best practices, monitor resident progress, and incorporate antibiotic stewardship activities into daily practice



Communicate: Real-time monitoring of the status and resolution of infection cases within and across facilities

Better resident care requires a rigorous approach to identifying, preventing, and controlling infections.



Real-time infection surveillance

Infection Prevention and Control includes a centralized interactive dashboard generated from information contained within PointClickCare. The dashboard helps eliminate the need to collect and manage information from multiple sources, allowing infection preventionists to focus attention on preventing outbreaks. The dashboard also enables the care team to quickly review confirmed and suspected COVID-19 cases.



Improve awareness and understanding of infection cases

Early identification of infections helps mitigate spread. Using Infection Prevention and Control, infection preventionists are able to make informed decisions about how to proceed. The solution helps organizations communicate key learnings and recommendations to clinical and non-clinical teams such as clinical interventions, isolation procedures, and any changes to personal protective equipment. In addition, visual indicators on the resident record highlight individuals who have symptoms of or confirmed cases of infection.



Facilitate ease of infection reporting

Analyzing patterns and trends in infection data can help identify outbreaks earlier. Information can be shared across the enterprise or to a specific facility to help administrators make procedural and staffing decisions. To meet reporting requirements, export infection case data for further analysis to fulfill internal needs and external requirements. A COVID-19 filter allows the stakeholder to monitor cases and quickly identify when a facility may need additional support, without exposing PHI.



Incorporate best practices for antibiotic stewardship

Infection Prevention and Control includes capabilities to guide best practices at the bedside. The solution helps the team support and align with the CDC's antibiotic stewardship pillars. The goal is to make antibiotic stewardship part of the day-to-day practice and lay the foundation for better resident outcomes.

PointClickCare is a leading health tech company with one simple mission:
to help every provider deliver exceptional care.

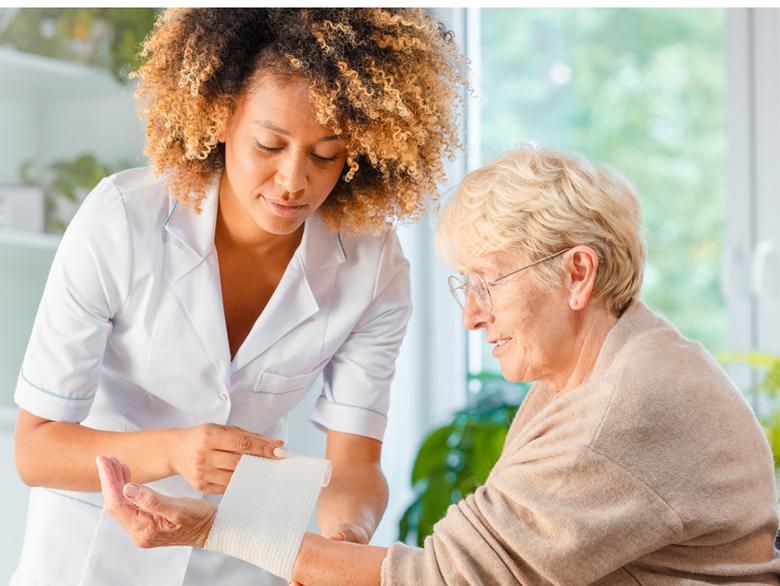
[Request a Demo](#)

PointClickCare[®]

Solution Sheet

Skin and Wound

Improve visibility into wound progression to monitor the efficacy of treatment.



PointClickCare's Skin and Wound solution empowers bedside nurses with fast, accurate wound documentation, enhancing visibility into wound progression and supporting better monitoring of treatment efficacy.

Skilled Nursing Facilities (SNFs) are now expected to provide higher levels of care, including advanced wound management, to meet the evolving needs of their residents. Accurate and consistent wound measurements are crucial for effective treatment and improved outcomes, but traditional methods can introduce variability and inefficiencies.

Our upgraded Skin and Wound solution preserves its proven value and trusted capabilities, while enhancements like streamlined bedside workflows, flexible access, and integration with Nursing Advantage help care teams provide high-quality care with more confidence and consistency.

Proof Points:

- **25 minutes** spent on four (4) wounds – a significant time improvement
- **100% compliance** with 7-day wound assessment window
- Nearly **100% more wound evaluations** observed by some customers post-implementation

Upgraded to Deliver More



Streamlined Bedside Workflows

Simplify bedside documentation, helping nurses focus more on care delivery.



Nursing Advantage Integration

Automatically share data with PointClickCare's Nursing Advantage for simplified, consistent documentation.



More Intuitive Dashboards

Enhanced dashboards improve visibility and decision-making with easy-to-read information.



Start Assessments Anywhere

Gives staff the ability to start assessments on the app and web.



Flexible Image Requirements

Provides greater flexibility by no longer requiring an image to begin an assessment.



Expanded Device Support

Allows access on both iOS and Android devices.

Additional Value



Web and Mobile Assessments

Photo recognition detects subtle changes in wounds | Auto-measurements ensure consistency | Imaging tracks wound healing | Integration with residents' charts | Multiple wounds per evaluation



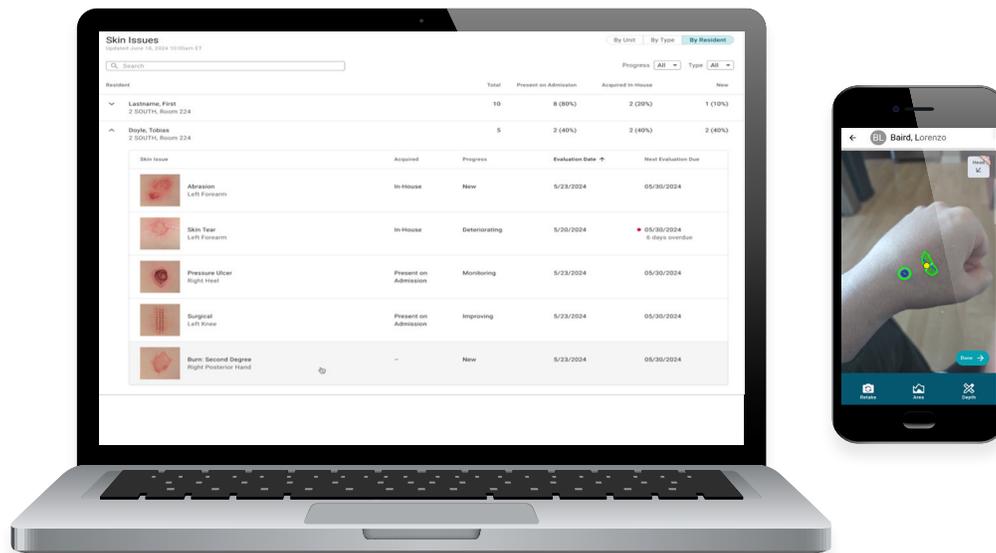
Resident-Level – Skin and Wound Tab

Access the last risk evaluation and recent wound details | View resolved wounds with additional details | Comparison view of wound progression



Dashboards

Filters by resident, unit, and wound status | Quick overview of total wounds | Printable views and reports



North America's Most Comprehensive Care Collaboration Network

Scan or click code
to discover more



PointClickCare[®]

PointClickCare is a leading healthcare technology platform enabling meaningful collaboration and access to real-time insights at every stage of the patient healthcare journey.

PointClickCare®

Security Overview 2025

This document provides information on how the security program is developed, structured, and managed to enable PointClickCare to protect the confidentiality, integrity, and availability of business information.



Table of Contents

- 1. The security of residents’ information is our number one priority..... 4**
 - 1.1 Dedicated Security & Privacy Teams..... 4
 - 1.2 Senior Leadership Commitment..... 5
- 2. Our Security Controls in Action 5**
- 3. Defense In Depth 6**
 - 3.1 Geo-Filtering..... 6
 - 3.2 Firewall 6
 - 3.3 Endpoint Protection..... 6
 - 3.4 Security Information & Event Management (SIEM) 6
 - 3.5 Web Application Firewall (WAF)..... 7
 - 3.6 Encryption 7
- 4. Cloud Security 7**
 - 4.1 Shared Security Model & Data Residency..... 7
 - 4.2 Security Controls in the Cloud 7
 - 4.3 Cloud Security Posture Management (CSPM)..... 8
- 5. Vulnerability Management and Secure Software Development Lifecycle (SSDLC) 8**
 - 5.1 Dynamic Application Security Testing (DAST)..... 9
 - 5.2 Static Application Security Testing (SAST)..... 9
 - 5.3 API Library Analysis..... 9
 - 5.4 Network and Operating System Vulnerability Scans 9
 - 5.5 Annual Penetration Testing..... 9
 - 5.6 Mobile Security 10
 - 5.7 Product Security by Design..... 10
 - 5.8 Threat Intelligence & Response 10
 - 5.9 Secure Message, Transmission, Authentication, Encryption, and Standards 10
- 6. Backup & Disaster Recovery 11**
- 7. Audit & Compliance 11**
 - 7.1 Third-Party Audits..... 11

- 8. Our Security Incident Response12**
- 9. Third-Party Risk Management.....13**
- 10. Personnel Security13**
 - 10.1 Onboarding.....13
 - 10.2 Continuous Security & Privacy Training.....13
 - 10.3 Tenure14
 - 10.4 Offboarding.....14

1. The security of residents' information is our number one priority.

PointClickCare understands the need of having a secure infrastructure. We safeguard Protected Health Information (PHI) in the US and Personal Health Information (PHI) or similar descriptors (depending on the province) in Canada. Our security infrastructure and advanced technology tools, combined with trained, certified security professionals, help to keep our customers and their residents' data safe and our networks and systems up and running.

As technology providers, protecting the health and safety of employees, customers, and partners in the communities we serve is of utmost importance. This commitment extends to assuring the protection of customer Electronic Health Record (EHR) data by aligning with security best practices and constant vigilance in addressing the evolving threat landscape.

PointClickCare conducts an annual risk assessment, prioritizes risk remediation actions based on changes in the threat landscape, and implements physical, administrative, and technical controls to reduce these risks. Our approach follows a conscious design of defense in depth, layering controls and security measures throughout the SaaS delivery model. PointClickCare aligns our security strategy with the NIST Cybersecurity Framework.

PointClickCare delivers our solution via a SaaS model, and only a browser is needed. The PointClickCare SaaS network is segmented in a manner designed to protect and isolate the application/web server tier from the database and data tier. The architecture is designed to enforce static routes reflecting this segmentation and control east-west traffic to enable communication between web/integration and, on a separate segment, the databases hosts inside the data center.

1.1 Dedicated Security & Privacy Teams



PointClickCare employs dedicated security and privacy teams. These teams are constantly focused on ensuring both the day-to-day operations and strategic vision of PointClickCare stay on the path of compliance with relevant privacy and security regulations. Responsibilities also include integrating risk mitigation into the corporate culture through annual awareness and training.

Our information security and privacy teams include certified security professionals and attorneys with a focus on user privacy best practices as well as members from PointClickCare senior management.

1.2 Senior Leadership Commitment

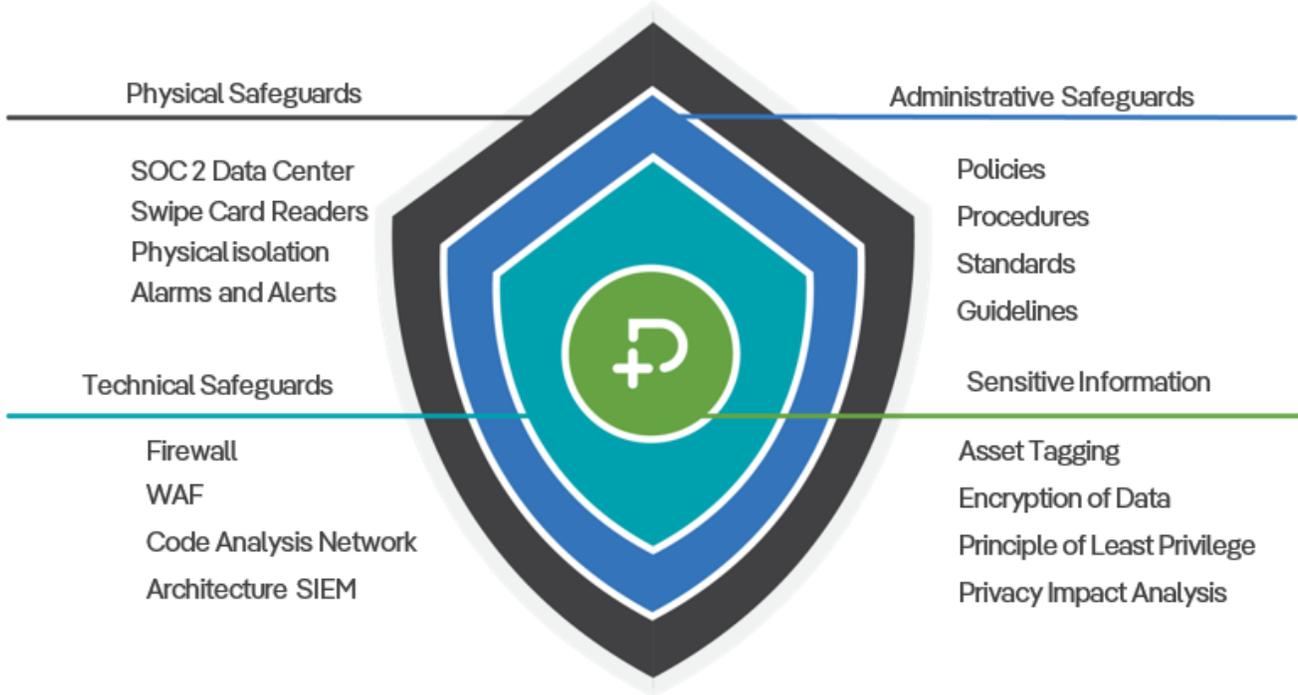
PointClickCare’s Senior Leadership team forms the Risk Oversight Committee, chaired by our CISO who updates senior leaders on organizational risks and obtains consensus on mitigating activities to manage those risks.



2. Our Security Controls in Action

Our methodology for protecting your information starts with putting your information at the center. Information is key to our organization’s success and protecting it is equally important. After it is placed at the center, we layer controls necessary to protect that information.

Figure 1. Security Controls



3. Defense In Depth



The PointClickCare infrastructure is architected with a high-speed, layered, zone isolation approach. This allows us to implement security isolation control points, providing redundant, multi-layered security. These control points allow for enhanced security and provide security backup and overlap between layers, eliminating the risk of a single fault, vendor vulnerability, or human error from any unauthorized exposure of data.

3.1 Geo-Filtering

PointClickCare uses geo-filtering to prevent access to our data center from outside of North America. By not accepting internet connections from foreign countries, we have effectively reduced the frequency of internet attacks by 96%.

3.2 Firewall

At the perimeter, the PointClickCare infrastructure contains industry leading firewall technology for protecting our customers' information. We run periodic vulnerability assessments to ensure operating effectiveness meets expectations.

3.3 Endpoint Protection

The PointClickCare information security team knows employees who handle customer and resident information every day need to be protected. We deployed a machine learning antivirus /anti-malware system with predictive modelling techniques to detect and protect against harmful applications on our workstations and servers throughout our enterprise. We also layer dedicated professional services from our endpoint protection vendor to tune and extract maximum value from the solution.

3.4 Security Information & Event Management (SIEM)

PointClickCare uses SIEM technology to provide real-time analysis of security alerts generated from our applications and infrastructure. Our enhanced security monitoring and security event correlation capabilities enable us to actively review, monitor and correlate events, alerts, and trending and/or anomalous behavior. Tuning the SIEM is an ongoing task for our dedicated security professionals to keep pace with the ever-evolving threat landscape and realities of the modern computing world.

3.5 Web Application Firewall (WAF)

PointClickCare has a high performance WAF built into its key applications. This allows easier management for protecting our products against common application threats and suspicious patterns including the Open Web Application Security Project (OWASP) Top 10 and other application attacks. The WAF includes protection against SQL injection (SQLi) and cross-site scripting (XSS). This is an additional layer we employ on top of the secure coding practices performed by our engineering team.

3.6 Encryption

PointClickCare uses industry standard, HIPAA-compliant, NIST-recommended encryption standards to protect PHI – this includes backups. For PHI in transit, we align our practices to NIST-recommended standards for encryption (AES-256).

4. Cloud Security



This section will be used to provide the details related to the processes, procedure, employment law etc.

4.1 Shared Security Model & Data Residency

The PointClickCare application is hosted within Microsoft Azure. PointClickCare recognizes that by moving to the cloud we are not inherently more secure. With Azure, there is a shared responsibility between Microsoft and PointClickCare to provide end to end security and compliance.

PointClickCare employs its cloud services in both the U.S. and Canada in order to respect our clients' data residency requirements. This includes our services backup sites which are configured to failover within the same region.

4.2 Security Controls in the Cloud

For PointClickCare customers who have migrated to Azure, PointClickCare is conscious of extending its security program to ensure consistency in the controls across all our environments.

- Redundant Azure Firewalls configured to restrict data to only services required
- Firewall threat intelligence to obtain real-time threat intelligence on well-known malicious IPs, domains, and URLs thus proactively denying these requests as they are discovered in the wild

- Automated vulnerability and patch management systems to ensure exposures are identified and mitigated
- Access policies for multi-factor authentication (MFA) and geo-restrictions to the cloud management interface
- Endpoint protection coverage extended to cloud systems
- Encryption at-rest, in-transit, and at-use
- SIEM monitoring and detection capability integrated into the cloud, extending visibility into cloud-related security events
- Access controls implemented to respect existing role-based access control policies, granting access to only those who need to know with the minimum permissions necessary
- Azure Network Security Groups (NSGs) and Application Security Groups (ASGs) achieve network segmentation to restrict flow and access of data to the minimum cloud resources necessary to perform their functions and mitigate exposure
- Secure VPN into production networks with MFA, only accessible by authorized staff to ensure we are securely maintaining and administering our application remotely
- Segregation for development and production networks to limit access to customer data and maintain segregation of duties within the software development life cycle release process

4.3 Cloud Security Posture Management (CSPM)

PointClickCare employs a Cloud Security Posture Management solution to monitor and govern all cloud environments from a single pane of glass. This allows us to define security baselines across our cloud assets and continually identify compliance against those baselines. Alerts are monitored by our Security & Trust group, and findings are shared with asset owners for remediation.

5. Vulnerability Management and Secure Software Development Lifecycle (SSDLC)



PointClickCare works hard to ensure our application code remains free from exploitation. We focus on the assessment of PointClickCare technologies to identify any vulnerabilities and develop remediation plans with their respective owners.

5.1 Dynamic Application Security Testing (DAST)

PointClickCare ensures our product is secure by performing vulnerability risk assessments in a simulated environment. This ensures that our products are tested extensively for any vulnerabilities that might put customer data at risk.

5.2 Static Application Security Testing (SAST)

PointClickCare uses a static code analysis engine as part of our agile software development life cycle. The feedback goes to our engineering and development teams to help us produce secure code at an accelerated rate with fewer vulnerabilities. We have made, and are continuing to make, significant improvements to our secure coding standards.

5.3 API Library Analysis

PointClickCare recognizes one of the leading areas for compromise in code can be the use of insecure libraries. We use an API library analysis tool to analyze code modules and libraries on our systems. This allows us to better understand and reduce our security risks through rapid scanning and identification of libraries, continuous monitoring and alerting on security vulnerabilities, and integrated remediation orchestration and policy enforcement.

5.4 Network and Operating System Vulnerability Scans

PointClickCare conducts regular scans for operating system vulnerabilities using third-party vulnerability management scanners. These results are remediated/ mitigated by the PointClickCare SaaS team as part of the SaaS maintenance schedule.

On a monthly basis, PointClickCare applies critical security updates to operating systems and third-party software in the PointClickCare SaaS environment.

PointClickCare deploys critical Microsoft and other third-party service patches to the production environment.

5.5 Annual Penetration Testing

PointClickCare conducts independent annual network and application penetration tests. Results are assessed by PointClickCare and triaged internally for remediation.

5.6 Mobile Security

PointClickCare understands the growing demand and opportunity of mobile applications in healthcare. Conscious of the regulatory and security landscape, we know security in mobile devices requires a different approach.

Mobile applications are unique with respect to security, as the user of the mobile device plays a critical role in meeting compliance requirements. To guarantee full compliance with FIPS140-2, a user must deploy a strong unlocking code on the mobile device, as this affects device encryption.

PointClickCare tests mobile application security using industry best practices with attention to healthcare requirements. To ensure the thoroughness of our testing, we also use a third-party service for DAST and SAST of our mobile applications. In addition, PointClickCare's information security team employs several testing techniques.

5.7 Product Security by Design

Our Security & Trust and Application Security groups employ product security requirements to ensure product risks are identified from the start and new products are integrated with existing security program processes and tools.

5.8 Threat Intelligence & Response

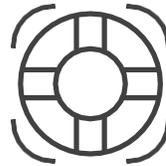
PointClickCare monitors various threat intelligence feeds to obtain the necessary insight into the ever-changing threat landscape. Our information security team reviews these threat feeds, and in response makes continual improvements across PointClickCare to enhance our overall security posture.

5.9 Secure Message, Transmission, Authentication, Encryption, and Standards

Successful and secure message transmission is a vital part of an electronic health record (EHR) system. Our system provides message authentication mechanisms and records all failures to ensure electronic transmissions (e.g., MDS, ASC X12N transactions) containing PHI are sent properly.

For certain integrations, PointClickCare provides a mechanism for tracking PHI as it is transmitted to the vendor. This mechanism can remove any unnecessary PHI before sending. This technique continues to grow as we strive towards increasing the granularity of PHI transmissions.

Authentication credentials are encrypted in transmission and storage to ensure data security and confidentiality. Information is encrypted during transmission. PointClickCare supports several messaging standards, such as ANSI ASC X12 transactions and Health Level Seven International (HL7) standards. Developed by the Accredited Standards Committee, X12 is the standard format for electronic data interchange (EDI) (e.g., EDI 837 - institutional health care claim). HL7 standards are used to exchange clinical and demographic information between information systems, i.e. to electronically submit lab order requests (General Order Message [ORM]) and receive results (Unsolicited Transmission of an Observation [ORU]) from laboratories and other diagnostic vendors.



6. Backup & Disaster Recovery

As a subscriber to the PointClickCare service, customers can be assured that our customer data backups are routine, secure, automated, and tested as part of the overall SaaS service. In addition, as part of the PointClickCare SaaS disaster recovery plan, PointClickCare replicates these backups between cloud data centers and completes test restorations to assure success of a recovery operation (if needed).

7. Audit & Compliance

Information security at PointClickCare has a focus on audit and compliance activities for assurance that controls effectively meet defined criteria.

7.1 Third-Party Audits

An audit of our controls relevant to user entities' internal control over financial reporting (ICFR), performed on an annual basis by an independent auditor. Types of Third-Party Audits:

- SSAE 18 or SOC I Type II: An audit of our controls relevant to user entities' internal control over financial reporting (ICFR), performed on an annual basis by an independent auditor.
- SOC II Type II: An audit of our non-financial reporting controls as they relate to system security, availability, processing integrity and other areas, performed on an annual basis by an independent auditor.

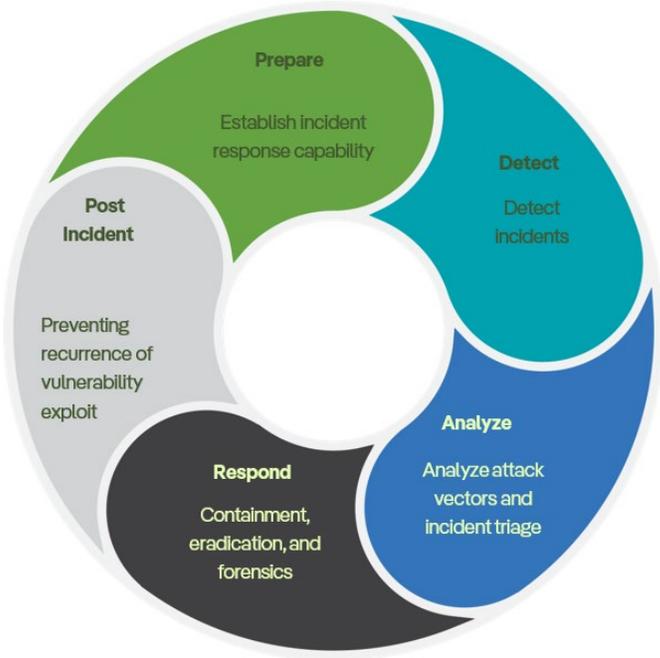




8. Our Security Incident Response

The PointClickCare Security Incident Response Team is ready to respond to incidents. We also prevent incidents by ensuring that systems, networks, and applications are afforded sufficient security. The Preparation, Detection, Analysis, Response, and Post-Incident Activity process is shown below.

Prepare	Establish incident response capability by preparing policies, plans, training, and safeguards.
Detect	Detect incidents using automated and manual methods, including geo-filtering, firewall, anti-malware, SIEM and WAF.
Analyze	Analyze attack vectors and triage incidents by reviewing and classifying all cybersecurity events to determine which are actual security incidents vs. maintenance events.
Respond	Respond by containing, eradicating, and performing forensics with the goal of recovering the affected system and returning to normal operations.
Post-Incident Activity	Prevent recurrence of the vulnerability exploit by conducting post-incident assessments of lessons learned to aid understanding and determine proactive measures which may be taken.



9. Third-Party Risk Management



PointClickCare has implemented and maintains a third-party risk management program to track and manage risk across PointClickCare's partner ecosystem. By obtaining solutions or services from a third-party vendor, we can move faster and more effectively with delivering value to our customers at lower costs. However, we understand these solutions and services come with risks to both PointClickCare and customer data.

The third-party risk management program incorporates industry best practices for identifying, measuring, and addressing risks to our vendor ecosystem. New partners undergo a risk assessment to ensure adequate protection of data commensurate to its sensitivity. Contract renewals include a security assessment to ensure vendors are continually maintaining their security obligations for protecting sensitive data.

10. Personnel Security



10.1 Onboarding

Our onboarding process includes PointClickCare employees being given appropriate access, training, and background checks prior to handling customer data.

Access to production systems requires additional approval steps in the regular account activation process. This is reviewed by a manager as well as an information security expert for appropriateness of access.

10.2 Continuous Security & Privacy Training

Our employees undergo industry recognized security and tailored privacy training programs. These programs cover a wide range of topics to ensure our employees are aware of the common types of threats (e.g., phishing, social engineering, malware etc.) so they can detect, prevent, and report potential incidents as part of our incident management process.

10.3 Tenure

During the tenure of an employee, we assure processes are followed and a check of identified risk areas is performed, including regular reviews of:

- Employee accounts (both privileged and standard) for staleness, access appropriateness, failed login attempts, etc.
- Access reports (both to information and to our facilities)

10.4 Offboarding

PointClickCare ensures that all access related to an employee is revoked at the time of offboarding. Also, physical access to our facilities and equipment is revoked to ensure all PointClickCare and customer data is retained. Timeliness of offboarding response is commensurate with each scenario and is taken very seriously at PointClickCare.

11. AI at PointClickCare



Turbocharged productivity

We augment human potential with AI to boost capacity and speed.



Smarter decisions

We sharpen decisions through better insights and data analytics.



High-impact outcomes

We solve hard problems to deliver real value to our customers, employees, and shareholders.



Employer of choice

We attract, develop, and keep AI talent.

11.1 Responsible AI

At PointClickCare, we apply Responsible AI principles through a foundation of security, privacy and governance. By infusing responsible, human-centered AI into every facet of our business, we empower our people, elevate care outcomes, and accelerate innovation. We prioritize protecting personal and patient information, maintaining transparency in AI design and decision-making, and ensuring accountability through robust oversight. Our approach to AI puts Clinicians-in-the-Loop, so that we deliver AI responsibly. When creating and implementing AI, we remain committed to the principles of trust, transparency, and collaboration that have guided our product development decisions for decades. Updates on AI development can be found in upcoming or replayed roadmap webinars on the [PointClickCare Pulse](#).

PointClickCare®

PointClickCare is a leading health tech company with one simple mission: to help providers deliver exceptional care. With the largest network of acute and long-term and post-acute care (LTPAC) data, we power AI-informed healthcare for intelligent care transitions and improved clinical outcomes that drive reimbursement. Enhanced by an ecosystem of integration partners that unite care, billing, and operations, our solutions unify care, empower faster evidence-based decisions, and deliver measurable impact. It's why we're trusted by over 30,000 provider organizations and every major U.S. health plan. We're building a stronger, leaner healthcare system that lasts.

This page intentionally left blank.

PointClickCare®

PointClickCare is a leading health tech company with one simple mission: to help providers deliver exceptional care. With the largest network of acute and long-term and post-acute care (LTPAC) data, we power AI-informed healthcare for intelligent care transitions and improved clinical outcomes that drive reimbursement. Enhanced by an ecosystem of integration partners that unite care, billing, and operations, our solutions unify care, empower faster evidence-based decisions, and deliver measurable impact. It's why we're trusted by over 30,000 provider organizations and every major U.S. health plan. We're building a stronger, leaner healthcare system that lasts.

EXHIBIT A-PRICING

West Virginia Veterans Skilled Nursing Facility Software Maintenance and Support

To complete this pricing page enter in the all inclusive cost for licensing and support per each individual unit (bed) in License cost, per unit section, multiply by estimated license and add total in the "Cost X Estimated Yearly Use" Column and total all in the Grand Total section.

Spec Ref	Category Description/Unit of Measurement For Bid Purposes	License cost, monthly fee	License (bed)	Cost X=Base Year One
4.1.6	One time all inclusive Implementation/transition fee	0	1	\$7,290.30
4.1	License monthly fee, Base Year One	9024	12	\$108,288.00
4.1.30	Patient Portal Monthly Fee, Base Year One*	0	12	\$0.00
4.1.26	Additional Modules, if needed, Base Year One per module fee	0	1	\$0.00
4.1	License monthly fee, Year Two	9384.96	12	\$112,619.52
4.1.30	Patient Portal Monthly Fee, Year Two	0	12	\$0.00
4.1.26	Additional Modules, if needed, Year Two, per module fee	0	1	\$0.00
4.1	License monthly fee, Year Three	9760.36	12	\$117,124.32
4.1.30	Patient Portal Monthly Fee, Year Three	0	12	\$0.00
4.1.26	Additional Modules, if needed, Year Three per module fee	0	1	\$0.00
4.1	License monthly fee, Optional Renewal Year Four	10150.77	12	\$121,809.24
4.1.30	Patient Portal Monthly Fee, Optional Renewal Year Four	0	12	\$0.00
4.1.26	Additional Modules, if needed, Optional Renewal Year Four per module fee	0	1	\$0.00
GRAND TOTAL:				\$467,131.38

It should be noted that while there are 120 beds available, the actual census may reflect a lesser number, however we are requesting the full complement of 120

The Additional Modules section is for bid purposes only. Additional modules may or may not be needed. Please provide a monthly rate for a quantity of one.

The Patient Portal section may or may not be implemented. The Agency is asking for the cost of such should they decide to implement.

The vendor with the lowest grand total cost meeting all mandatory specifications will be recommended for award.

If the vendor is proposing alternate terms and conditions, they must be submitted with the bid
Any vendor proposing alternate terms and conditions that does not supply them with the bid will be disqualified.

The Grand Total calculation is for bid purposes only. The Agency may or may not implement the Patient Portal and additional modules may or may not be needed.

All lines must be bid. Any vendor failing complete the Pricing Page in full or who does not bid on ALL Commodity Lines will be disqualified.

*Patient Portal (PointClickCare Connected Care Center) is included, at no extra cost.