

THIS PROFESSIONAL SERVICES ADDENDUM ("PS Addendum" or "PSA") is an addendum to the Master Subscription Agreement (the "**MSA**") between AlayaCare USA, Inc. ("**AlayaCare**") and the Customer identified in the MSA ("**Customer**") pursuant to which Customer wishes to procure, and AlayaCare agrees to render, certain professional, educational, implementation, configuration, training, operational and/or technical services in connection with the Subscription Services. Capitalized terms used but not defined in this PS Addendum will have the meaning defined under the MSA.

PSA 1. Scope of Services. AlayaCare will provide Customer with Professional Services as described in statements of work, project plans and other project artifacts to be agreed to by the parties from time to time (generally referred to as "**Statements of Work**" or "**SOWs**"). Each Statement of Work shall set out terms related to the Professional Services including scope, schedule, responsibilities, fees and labor rates and shall govern each individual engagement. AlayaCare will bear its own costs in completing the Professional Services, including labor, overhead, and supplies, except that if performance of the Services requires AlayaCare resources to be on site at Customer then, upon AlayaCare's submission of proper documentation and receipts, AlayaCare may invoice Customer for reasonable travel-related expenses.

PSA 2. Customer Responsibilities

- a) AlayaCare's ability to provide the 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 and related project documentation. In the event that Customer fails to perform its responsibilities in a timely manner, AlayaCare may be delayed in its fulfillment of its obligations and additional costs or expenses incurred by AlayaCare may be billed to Customer.
- b) Customer agrees to appoint a representative who shall provide professional and prompt liaison with AlayaCare, have the necessary expertise and authority to commit Customer, be available during business hours when requested by AlayaCare and meet with AlayaCare's representatives at regular, agreed-upon intervals to review progress and resolve any issues related to each Project Plan.
- c) Customer agrees to provide management direction and decisions as reasonably requested by AlayaCare and make available for reference and use by AlayaCare such data, documentation, and other materials and information as are reasonably requested by AlayaCare to perform the Professional Services.

PSA 3. Project Materials

- a) Customer Property. Customer shall own all right, title and interest in and to all of its property, including its technology, business processes, or other proprietary elements that form part of the deliverables and are set out in an SOW ("**Customer Property**"). AlayaCare shall have the right to use any such Customer Property solely for the purpose of providing the Professional Services to Customer.
- b) Deliverables. AlayaCare shall own all right, title and interest in and to the Deliverables (excluding any Customer Property) that are derived from and relating to the AlayaCare Software. Subject to terms and conditions of the MSA and this PSA, AlayaCare provides Customer with a limited, non-exclusive, non-transferable license to use the Deliverables solely for Customer's internal operations in connection with its subscription to the Software.
- c) Tools. Nothing in this PSA shall be construed to assign or transfer any intellectual property rights in the proprietary tools, libraries, know-how, techniques and expertise used by AlayaCare to develop the Deliverables.

PSA 4. Change Management Process. If Customer requests a change in any of the specifications, requirements, Deliverables, or scope of the Professional Services described in any SOW, then provided that such changes do not materially change the nature of the Project or exceed AlayaCare's capacity to perform, AlayaCare will promptly prepare and submit a draft change order reflecting Customer's requested changes and proposing reasonable adjustments, if any, to the work schedule and delivery dates for each deliverable and/or the estimate or fixed price for the Statement of Work, (each, a "**Change Order**"). Change Orders may be submitted by AlayaCare based on delays or failure to perform on the part of Customer, or (ii) the failure of any of the assumptions and conditions described in the SOW. Change Orders are not binding unless and until they are executed by both parties. Executed Change Orders shall be deemed part of, and subject to, this PS Addendum. and the Services, the date by which each milestone is to be completed, if applicable, and/or the fixed price for that SOW.

PSA 5. Professional Services Warranty. AlayaCare warrants that: (a) it and each of its employees, consultants and AlayaCare Standard Form PS Addendum (FY2021-USPROD).doc

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. AlayaCare'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 AlayaCare within 60 days of AlayaCare's delivery of the Professional Services, Customer may require AlayaCare to re-perform the non-conforming portions of the Professional Services.

PSA 6. Disclaimer. THE WARRANTIES STATED ABOVE ARE THE SOLE WARRANTIES AND REMEDIES FOR CUSTOMER AND EXCLUSIVE OBLIGATIONS OF ALAYACARE 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.

PSA 7. 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 OR MSA, THE MAXIMUM LIABILITY OF ALAYACARE TO ANY PERSON, FIRM OR CORPORATION WHATSOEVER ARISING OUT OF OR IN THE CONNECTION WITH ANY PROFESSIONAL SERVICES OR DELIVERABLES SHALL BE THE AMOUNT PAID BY CUSTOMER FOR THE PROFESSIONAL SERVICES.

PSA 8. 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.

PSA 9. Independent Contractor. AlayaCare's relationship with Customer pursuant to this PSA will be that of an independent contractor. AlayaCare reserves the right to use third parties (who are under a covenant of confidentiality with AlayaCare), including, but not limited to, offshore subcontractors, to assist with the Professional Services, including, without limitation, any data migration, configuration, implementation and custom code development processes.

PSA 10. Non-Impediment. Provided that AlayaCare does not use any Customer Property except as permitted herein, nothing in this PSA shall be construed as precluding or limiting in any way the right of AlayaCare to provide consulting, development, or other services of any kind to any individual or entity (including without limitation performing services or developing materials which are similar to and/or competitive with the Professional Services and/or Deliverables hereunder).

Entire Addendum. This PS Addendum, together with the attached 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, verbal and/or written communications related to the Professional Services to be provided by AlayaCare.