

The following are the terms of a legal agreement (the "**Master Subscription Agreement**" or "**MSA**") between the Customer whose legal name is set out in on the signature page below and on the Quote/Order Form entered into on behalf of itself and its subsidiaries, affiliates and franchisees (collectively, "**Customer**") and **AlayaCare USA, Inc.**, a Delaware corporation ("**AlayaCare**") governing Customer's use of and access to AlayaCare's electronic health record and related cloud-based services.

## **1. AlayaCare's Service Commitments**

### **1.1 Software Subscription and Support.** AlayaCare will:

- (i) make its cloud-based electronic health record software platform and its clinical and financial management software available to Customer and Customer's Users on a subscription basis (collectively, the "**Services**"), as specified under one or more Quotes/Orders (each an "**Order Form**") entered into by AlayaCare and Customer from time to time;
- (ii) make software support available to Customers via AlayaCare's Support/Help Desk which form part of the Services, all in accordance with AlayaCare's SLA set out at <http://www.AlayaCare.com/SLA> ("**SLA**");
- (iii) make available "for fee" consulting and professional services as set out in separate PS Quotes/Order Forms and governed by AlayaCare's **Professional Services Addendum** set out at <http://www.AlayaCare.com/PSA>; and
- (iv) provide the Services in compliance with all applicable laws and government regulations, specifically including HIPAA (as described in more detail below).

### **1.2 AlayaCare's Protection of Client Data.** AlayaCare will:

- (i) maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of all Client Data; obtain third-party audits which indicate whether the protection and security of Client Data meet established industry standards for the provision of services comparable to the Services; and
- (ii) unless otherwise specified, host Client Data in the United States provided that AlayaCare may from time-to-time access Client Data from Canada for various purposes including troubleshooting software and technical issues and responding to specific Customer requests for data access. Details of AlayaCare's data access rights and obligations are set out in the BAA and AlayaCare's Privacy Policy available on its website at [www.AlayaCare.com/privacypolicy](http://www.AlayaCare.com/privacypolicy).

"**Client Data**" means the electronic health records of Customer's clients and other information which would be considered Protected Health Information ("**PHI**") or any similar descriptor pursuant to the Health Insurance Portability and Accountability Act of 1996 and any amendments or implementing regulations (collectively, "**HIPAA**").

"**Customer's Users**" means individuals who are authorized by Customer to use and access the Services and who have been supplied identifications and passwords by Customer in order to access the Services and associated software modules. Customer's Users may include, but are not limited to, Customer's employees, consultants, franchisees, contractors, and agents, including qualified medical and care professionals, as determined and monitored by Customer.

"**BAA**" or "**Business Associate Agreement**" means the agreement entered into between AlayaCare and Customer as defined and specified under HIPAA, HITECH and other related laws and regulations, the form of which is set out at [www.AlayaCare.com/BAA](http://www.AlayaCare.com/BAA) unless otherwise agreed to by the parties.

## **2. Customer's Use of the Services**

### **2.1 Customer's Responsibilities.** Customer is responsible for:

- (i) Customer's and Customer's Users' compliance with this MSA and all of its schedules and addenda;
- (ii) maintaining appropriate administrative, physical, and technical safeguards for protecting the security, confidentiality, and integrity of all electronic data or information belonging to or created by Customer, including Client Data, text messages or other materials uploaded, posted, or stored through Customer's and Customers' Users' use of the Services which Customer or Customer's Users may access;
- (iii) the accuracy, quality, and legality of Client Data and the means by which Customer and Customer's Users acquire Client Data;
- (iv) managing Customer's 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 and notifying AlayaCare promptly of any password theft, security breach, or other unauthorized access to or use of the Services; and
- (vi) using the Services only in accordance with AlayaCare's documentation and all applicable local, state or provincial, federal, and/or international laws, rules and government regulations relating to Customer's and Customers' Users' use of the Services and Customer's provision of home care and home healthcare services to Customer's Clients.

**2.2 Prohibited Actions.** Customer shall not:

- (i) make the Services available to anyone other than Customer's Users or use the Services other than in connection with Customer's home care or home healthcare business;
- (ii) sell, resell, lease, timeshare or transfer (except as set forth in Sections 5.1 and 12.6, below) the Services;
- (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, fraudulent, libelous, defamatory, obscene, pornographic, profane 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, or (e) any information or content which is not legally Customer's without permission from the copyright owner or intellectual property rights owner;
- (iv) interfere with or disrupt the integrity or performance of the Services or included third-party data;
- (v) attempt to gain access to any other entity's implementation of the Services or any related systems, networks, or data related thereto, which Customer does not have a legal right to access; or
- (vi) copy, duplicate, reproduce, deconstruct or reverse engineer any AlayaCare or third-party software.

### **3. Third-Party Products and Service Providers**

**3.1 Third Party Providers.** AlayaCare allows certain approved third-party software developers and information system providers to make software, services and features accessible via, and interoperable with, the AlayaCare platform. AlayaCare may provide Customer with the ability to access these third-party systems by either:

- (i) licensing the system from the third party and embedding or including it within the AlayaCare platform (referred to as an "**Embedded Technology**"), or
- (ii) establishing a connection with a third party's software platform or information system and the AlayaCare platform (referred to as a "**Connected Service**").

**3.2 Embedded Technology.** If Customer has subscribed to use Embedded Technology, it may be required to sign additional contractual terms in the form of an addendum to this MSA which AlayaCare is required to pass on to Customers.

**3.3 Connected Services.** Customer acknowledges that prior to AlayaCare enabling the Customer to access a Connected Service, Customer is required to establish a direct commercial relationship with the Connected Service provider, including commercial terms, privacy policies and support, including a BAA, if required with such third party. Uptime, availability and support of Connected Services are excluded from AlayaCare service level guarantees and, if applicable, are provided by the Connected Service provider. AlayaCare does not warrant nor support Connected Services, whether or not they are designated as "certified" or otherwise, except as specified in an Order Form or a specific Addendum to this MSA.

### **4. Fees and Payments**

**4.1 Fees.** Customer shall pay all fees specified in Order Forms and associated Invoices, commencing on the dates shown in the Order Form. Except as otherwise specified in an executed Order Form: (i) fees are based on the Services, as set out in the Order Form, including based upon the Service Hours set out below; and (ii) payment obligations are non-cancelable and fees paid are non-refundable.

**4.2 Service Hours.** Unless otherwise specified, fees presented in an Order Form are calculated with reference to a pre-agreed maximum number of Service Hours per month for which Customer is authorized to use the AlayaCare platform. Customer must notify AlayaCare of any increases in Service Hours beyond the maximum number of Service Hours set out in the Quote/Order Form. AlayaCare, or a third party acting on AlayaCare's behalf, may audit Customer's system for the purposes of verifying the number of Service Hours provided per month so that the calculation for subscription fees can be

verified.

4.3 **Invoicing and Payment.** AlayaCare shall invoice Customer in advance or otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information and notifying AlayaCare of any changes to such information.

#### 4.4 **Overdue Charges.**

4.4.1 **Interest.** AlayaCare may charge interest on overdue amounts as permitted by law and set out in AlayaCare's invoices.

4.4.2 **Suspension of Services.** If any amount is overdue by 30 days or more, AlayaCare may, upon 10 days' notice, suspend AlayaCare's provision of the Services to Customer, including Support services. Customer may re-activate the Services by paying in full: (i) the balance of Customer's outstanding fees.

4.4.3 **Termination for Cause.** If any amount is overdue by 90 days or more, AlayaCare may, upon 30 days' final notice, terminate this MSA for cause, including the cessation of AlayaCare's provision of the Services and the return of Client Data. The final notice of termination will set out the processes, procedures and formats by which Client Data will be made available to Customer, provided that AlayaCare will have no obligation to print or otherwise convert Client Data to a Customer-preferred format. Client Data will, following its return to Customer, be retained where specifically required by law and will otherwise be deleted from AlayaCare systems.

4.4.4 **Fee Disputes.** If Customer reasonably and in good faith dispute any fees, Customer must provide AlayaCare with written notice of such dispute within 60 days of the applicable invoice date, after which period Customer's right of dispute expires. Customer must cooperate diligently with AlayaCare to resolve the dispute and pay all undisputed fees when due.

4.5 **Taxes.** Prices set out in in Order Form do not include applicable taxes, for which Customer is responsible including, but not limited to, personal property taxes, sales taxes, use taxes, import taxes, taxes on telecommunication services, information services, data processing services or similar governmental fees which may be assessed by any jurisdiction, whether based on gross revenue or delivery of products or services.

## 5. **Data and Proprietary Rights**

5.1 **License by AlayaCare to Use and Access the Services.** AlayaCare grants Customer a limited, non-exclusive, non-transferable (except pursuant to this Section 5.1 and Section 12.6 (Assignment) below) right to access and use, and permit Customer's Users to access and use, the Services during the Term. Subject to the limited rights granted to Customer under this MSA, AlayaCare reserves all rights, title and interest in and to the Services, including all related intellectual property rights to the underlying software and integrated services.

5.2 **License by Customer to Host and Collect Client Data.** Customer grants AlayaCare a worldwide, limited-term license to host, copy, transmit and display Client Data as necessary for AlayaCare to provide the Services in accordance with this MSA, including the provision of secure backups and in connection with data recovery activities. Customer understands and agrees that AlayaCare may collect Client Data in order to operate effectively as well as to help provide updates and additional functionalities to the AlayaCare platform. Client Data may be provided directly by Customer or collected by observing Customer interaction and use of the AlayaCare Services. AlayaCare also collects information that may be available from other sources and may be combined with data collected in the provision of the AlayaCare Services. AlayaCare may use anonymized and aggregated information gathered in connection with Customer Data it collects to improve the quality of the AlayaCare Services, to provide additional services and for the marketing of the AlayaCare Services. This anonymized and aggregated information is not associated with any individual account and will not identify Customer, its clients, nor any of its care providers. AlayaCare will not disclose any Client Data that is not anonymized. Customer acknowledges and agrees AlayaCare will perform daily backup of Client Data for disaster recovery purposes and Customer allows AlayaCare to access and copy Client Data for that purpose. Subject to the rights granted by Customer under this MSA, the BAA and the Privacy Policy, AlayaCare acquires no other right, title, or interest from Customer in or to Customer's Data, including any intellectual property rights in such data.

5.3 **Compelled Disclosure.** AlayaCare 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 reasonable assistance, at Customer's cost, if Customer wishes to contest the disclosure.

5.4 **Privacy Policy.** AlayaCare's Privacy Policy is available at <http://www.alayacare.com/privacy-policy> and shall be included by reference in this MSA. The Privacy Policy was designed in compliance with the applicable law, including HIPAA and HITECH, and AlayaCare reserves the right to update the Privacy Policy to ensure continued compliance with applicable law.

## **6. Warranties, Acknowledgments and Disclaimers**

6.1 **Customer's Warranties.** Customer warrants that: (i) it has validly entered into this MSA and the associated schedules and has the legal power to do so; and (ii) its subscription for the Services is neither contingent upon the delivery of any future functionality or features nor dependent on any oral or written comments made by AlayaCare regarding any future functionality or features.

6.2 **Customer's Acknowledgments.** Customer understands, acknowledges and agrees that, other than as set out in this MSA: (i) AlayaCare has made no representations or warranties that use of the Services will ensure Customer's compliance with all applicable laws, rules, and regulations; (ii) Customer assumes all risks associated with Customer's use of the Services in relation to the provision of health care and medical services and applicable laws, rules, and regulations; (iii) the Services are not appropriate or available for use in all countries; (iv) Customer is prohibited from accessing materials from countries or states 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 Customer's Users; (vii) the Services are dependent on a number of factors beyond AlayaCare's control, including but not limited to, the operation of hardware and network services provided by third parties; (viii) the Services are not a substitute for any medical practitioner's current systems of administering and safeguarding medical treatment and/or medicine; (ix) there may be occasional communication failures or delays in the delivery or receipt of properly sent communications which are beyond AlayaCare's control; and (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.

6.3 **AlayaCare's Warranties.** AlayaCare warrants, subject to any other limiting or modifying terms in this MSA, that: (i) it has validly entered into this MSA and has the legal power to do so; (ii) the Services do not infringe or misappropriate the intellectual 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 third-party software; (iv) to AlayaCare's knowledge, there is no claim or proceeding, pending or threatened, alleging that any of AlayaCare's software or equipment infringes or misappropriates the intellectual property rights of any third party; (v) the Services are duly protected with "up-to-date" and commercially reasonable anti-virus and anti-intrusion security software to prevent bugs, viruses, interruptions, errors, theft, destruction, and corruption which would affect the Services; and (vi) the functionality of the Services shall not be decreased materially during the Term. AlayaCare shall use commercially reasonable efforts to achieve, in all material respects, the functionality described in any documentation AlayaCare may provide Customer and, if AlayaCare is unable to achieve such functionality, Customer's sole and exclusive remedy shall be to terminate such Services and this MSA.

6.4 **ALAYACARE'S DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.** EXCEPT AS DESCRIBED IN THESE TERMS OF SERVICE, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALAYACARE, ALAYACARE'S AFFILIATES AND ALAYACARE'S THIRD-PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE AND ANY WARRANTIES RELATED TO TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. ALAYACARE DOES NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT, OR DATA TRANSMITTED THROUGH THE SERVICES. ALAYACARE 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, BUT NOT LIMITED TO, STATUTES OR REGULATIONS.

## **7. Indemnities**

7.1 **Indemnification by AlayaCare.** AlayaCare shall indemnify and defend Customer against any claims, liabilities, demands, suits, actions, proceedings, fines, expenses, penalties, judgments, or costs ("**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**"), and shall indemnify Customer for any direct damages, attorneys' fees, and costs finally awarded against Customer as a result of, and for amounts paid by Customer under, a court-approved

settlement of a Claim Against Customer, provided that Customer: (a) promptly gives AlayaCare written notice of the Claim Against Customer; (b) gives AlayaCare sole control of the defense and settlement of the Claim Against Customer (provided that AlayaCare may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provides to AlayaCare all reasonable assistance, at AlayaCare's expense. In the event of a Claim Against Customer, or if AlayaCare reasonably believes the Services may infringe or misappropriate the rights of any third party, AlayaCare may in its discretion and at no cost to Customer: (i) modify the Services so that they no longer infringe or misappropriate, without breaching AlayaCare'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.

**7.2 Indemnity Exclusions.** The indemnification obligations set forth in Section 7.1 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 AlayaCare 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 AlayaCare.

**7.3 Indemnification by Customer.** Customer shall indemnify, defend and hold harmless AlayaCare, its affiliates, the Third Parties referred to in Section 3 and the suppliers contracted by AlayaCare to deliver all or part of the Services against any Claims made or brought against AlayaCare by a third party alleging, without limitation, personal injury, tort, medical malpractice, or other acts, errors, or omissions in the delivery of medical care or medical information or which otherwise arise out of, or are in any way connected with, Client Data, Customer's and Customer's Users' access to or use of the Services in breach of this MSA or in breach of the intellectual property rights of any third party, Customer's or Customer's Users' negligent or wrongful act(s), and/or Customer's or Customer's Users' violation of relevant and/or applicable law (a "**Claim Against AlayaCare**"), and Customer shall indemnify, defend, and hold harmless AlayaCare from and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees) resulting therefrom, whether or not such Claims Against AlayaCare are foreseeable as of the Effective Date unless such Claims result from AlayaCare's grossly negligent acts or omissions; provided that AlayaCare must: (a) promptly give Customer written notice of the Claim Against AlayaCare; (b) give Customer sole control of the defense and settlement of the Claim Against AlayaCare (provided that Customer may not settle any Claim Against AlayaCare unless the settlement unconditionally releases AlayaCare of all liability); and (c) provide to Customer at Customer's expense all reasonable assistance.

**7.4 Exclusive Remedy.** This Section 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. Limitation of Liability**

**8.1 No Responsibility.** AlayaCare 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) which are not owned or operated by AlayaCare; or (ii) the reliability or performance of any connections, computer networks, or telecommunications facilities (including but not limited to the internet) which are not owned or operated by AlayaCare; or (iii) third parties who are not subcontractors of AlayaCare.

**8.2 CONSEQUENTIAL DAMAGES.** TO THE EXTENT SUCH EXCLUSIONS ARE PERMITTED BY APPLICABLE LAW, NEITHER CUSTOMER NOR ALAYACARE SHALL BE LIABLE FOR, NOR SHALL THE MEASURE OF DAMAGES UNDER THIS SERVICE AGREEMENT INCLUDE, ANY INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO CUSTOMER'S OR ALAYACARE'S PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT.

**8.3 LIMITATION.** THE LIABILITY OF ALAYACARE WILL NOT UNDER ANY CIRCUMSTANCES EXCEED THE TOTAL FEES PAID BY THE CUSTOMER FOR THE USE OF THE SERVICES IN THE TWELVE (12)-MONTH PERIOD LEADING UP TO THE DATE ANY SUCH LIABILITY ARISES AND IN NO EVENT SHALL ALAYACARE BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, EXEMPLARY OR CONTINGENT DAMAGES OR COMMERCIAL LOSS OF ANY KIND (INCLUDING DAMAGES FOR LOSS OF PROFITS) ALLEGEDLY SUSTAINED BY CUSTOMER.

**8.4 EXCEPTIONS.** THE LIMITATIONS AND EXCLUSION OF LIABILITY SET FORTH IN SECTION 8.2 (CONSEQUENTIAL DAMAGES) DO NOT APPLY TO: (A) INDEMNIFICATION OBLIGATIONS; (B) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD, OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY; OR (C) DAMAGES OCCASIONED BY IMPROPER OR WRONGFUL TERMINATION OF THIS SERVICE AGREEMENT OR ABANDONMENT OF ALL OR SUBSTANTIALLY ALL OF THE WORK REQUIRED TO PERFORM THE SERVICES.



## 9. Term and Termination

9.1 **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 subscriptions and services purchased hereunder have expired or been terminated.

9.2 **Term of Subscriptions.** The term of Customer’s subscription for the Services will be set forth in Customer’s Order Form (the “**Initial Term**”). After any Initial Term, Customer’s subscription for the Services shall renew automatically on an annual basis in all cases, unless otherwise renewed for a different term or terminated in accordance with this section.

9.3 **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; or (ii) 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.

9.4 **Effect of Termination.** Upon termination of this MSA, all rights and obligations of the parties will automatically terminate except for those set forth in this Section 9.4, and AlayaCare shall not have any liability for the cessation of the Services or the discontinuation of Customer’s access to or use of the Services. AlayaCare will, upon request made by Customer within 90 days of the termination of this MSA, make available all Client Data. Upon the provision to Customer of the Client Data, AlayaCare shall have no obligation to maintain or provide Customer with, any of Customer’s Data and may thereafter in accordance with applicable law delete Customer’s Data in AlayaCare’s systems or otherwise in AlayaCare’s possession or under its control.

## 10. Insurance

10.1 **AlayaCare’s Insurance.** AlayaCare shall maintain, at no cost to Customer, insurance coverage (including cyber liability coverage) with limits commercially reasonable for the provision of the Services. AlayaCare shall upon request provide to Customer a certificate setting forth AlayaCare’s insurance coverage and providing for Customer to be an additional insured under such policies, if requested by Customer.

10.2 **Customer’s Insurance.** Customer shall maintain, at no cost to AlayaCare, insurance coverage (including medical malpractice coverage) with limits commercially reasonable in connection with Customer’s facilities, Data, and provision of health care services to Customer’s clients, so that such coverage shall be available in the event of a claim by any of Customer’s Users or client(s) against AlayaCare.

## 11. Notices

11.1 **Notices to AlayaCare.** Customer is contracting with AlayaCare, USA Inc., a corporation existing under the laws of the State of Delaware, having its principal headquarters at 116-12 Myrtle Avenue, Richmond Hill, NY, 11418, USA.

11.2 **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 later provided *via* the Services.

11.3 **Manner of Giving Notices.** Except as otherwise specified in this MSA, all notices, permissions, and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery; (ii) the fifth business day after mailing; (iii) the second business day after sending by confirmed facsimile; or (iv) the first business day after sending by email (provided email shall not be sufficient for notice of an indemnifiable claim).

## 12. General Provisions

12.1 **Governing Law and Jurisdiction.** 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.

12.2 **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.

12.3 **Anti-Corruption.** Customer has not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of AlayaCare’s employees or agents in connection with 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 AlayaCare promptly.

12.4 **Entire Agreement.** This MSA, including all Order Forms, exhibits, and addenda attached hereto or incorporated by reference herein, constitutes the entire agreement between Customer and AlayaCare and supersedes all prior and contemporaneous agreements, proposals, or representations, whether written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in the body of this MSA and any exhibit, addendum, or Order Form attached hereto, the order of precedence shall be: (1) the applicable Order Form, (2) this MSA, and (3) the applicable exhibit or addendum. Notwithstanding any language to the contrary therein, no terms or conditions stated in Customer’s purchase order or other order documentation (excluding Order Forms attached hereto) shall be incorporated into or form any part of this MSA, and all such terms or conditions shall be null and void.

12.5 **Attorneys’ Fees.** Customer shall pay, on demand, all of AlayaCare’s reasonable attorneys’ fees and other costs incurred by AlayaCare to collect any fees, charges, or damages due to AlayaCare under this MSA.

12.6 **Assignment.** Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). However, either Party may assign this MSA in its entirety (including all Order Forms) without the consent of the other party to its affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a competitor of the other party. This MSA shall bind and inure to the benefit of the Parties, their respective successors, and permitted assigns.

Customer’s signatory below represents that they are entering into this Master Subscription Agreement on behalf of Customer and that they have the authority to bind Customer to this MSA, including all Order Forms, schedules, exhibits, and addenda annexed or incorporated by reference in this MSA.

**Made Effective this \_\_\_\_\_ day of \_\_\_\_\_, 2021**

**AlayaCare USA, Inc.**

\_\_\_\_\_  
**(Customer)**

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_