

Attachment A: Addendum to the ENS Agreement

THIS ADDENDUM (this “**Addendum**”) to the Florida Health Information Exchange Subscription Agreement for Encounter Notification Service in effect between Audacious Inquiry, LLC (“**Vendor**”), and the Participant (the “**Agreement**”) is effective upon execution by Participant pursuant to Section 21(d) of the Agreement (the “**Effective Date**”). Capitalized terms used but not defined in this Addendum will have the meaning set forth in the Agreement.

RECITALS

WHEREAS, Vendor was acquired by PointClickCare Technologies, Inc. (“**PointClickCare**”) on or about March 16, 2022.

WHEREAS, PointClickCare and its subsidiaries including Collective Medical Technologies, Inc., and Audacious Inquiry, LLC, (together, sometimes referred to as “**Affiliates**”), facilitate real-time patient care coordination and provide related services via the PointClickCare Network (defined below);

WHEREAS, Vendor and Participant desire that the patients of Participant benefit from the availability of such patients’ Health Data across the PointClickCare Network for Permitted Purposes (defined below);

WHEREAS, in order to facilitate the availability of Health Data across the PointClickCare Network, Participant and Vendor each desire to amend the Agreement as set forth herein;

NOW, THEREFORE, in consideration of these premises and the other covenants set forth below, the receipt and sufficiency of which being hereby acknowledged, Vendor and Participant agree that the Agreement is amended as follows:

ADDENDUM

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated into this Addendum in their entirety and shall be given full force and effect as if set forth in the body of this Addendum.
2. **Additional Definitions.** Section 1 of the Agreement shall be amended to include the following definitions:
 - e. “**Affiliate**” means any organization (a) which controls, is controlled by, or is under common ownership or control with a Party; or (b) for which a Party directly or indirectly holds or controls fifty percent (50%) or more of the beneficial ownership or voting interest or the power to direct or cause the direction of the management or policies of an entity, whether through the ability to exercise voting power, by contract, or otherwise. For the avoidance of doubt, PointClickCare and Collective Medical Technologies, Inc. are Affiliates of Audacious Inquiry, LLC.
 - f. “**PointClickCare Network**” means the network facilitated by PointClickCare pursuant to which PointClickCare Network Participants share Protected Health Information for Permitted Purposes.
 - g. “**PointClickCare Network Participant**” means a covered entity, business associate, or other health care entity that participates in the PointClickCare Network by

executing an agreement with PointClickCare or its Affiliates for the exchange of Health Data for Permitted Purposes.

3. **Permitted Purposes.** Section 2 of the Agreement is hereby amended and replaced in its entirety with the following:

2. **Permitted Purposes for this Encounter Notification Service:** In addition to the Permitted Purposes set forth in the General Terms and Conditions, the following shall be the Permitted Purposes for which Participant is authorized, and for which Participant hereby authorizes Vendor and its Affiliates, to use and disclose Health Data through the Network and the PointClickCare Network: (a) Treatment, (b) Payment, (c) Health Care Operations, (d) public health (as that term is used and defined at 45 CFR 164) activities and reporting, and (e) any other release or use of Health Data that is permitted by Applicable Law and consistent with the General Terms and Conditions.

4. **Vendor Responsibilities.** Section 4(e) of the Agreement is hereby amended and replaced in its entirety as follows:

- e. Vendor and its Affiliates will maintain the confidentiality of the Encounter Data received from Participants acting as a data source consistent with the terms of this Agreement and applicable law.

5. **Data Ownership and Use.**

Subsection 3(b)(i) of Attachment F of the Agreement is hereby amended and replaced in its entirety, as follows:

(i) Execution of Vendor's Duties under this Agreement. Vendor and its Affiliates shall have access to the Health Data, but only for the express purposes of connecting the Participants, facilitating the delivery of the Health Data on behalf of such Participants, and as otherwise set forth in this Agreement. Vendor does not claim any ownership in any of the content of Participant's Health Data, including any text, data, information, images, sound, video, or other material, that Participant may send via the Network.

Subsection 3(b) of Attachment F of the Agreement is hereby amended to add the following:

(iii) Limited License to Access, Use, and Disclose Participant Data. Subject to the terms and conditions of this Agreement, Participant hereby grants Vendor and its Affiliates a limited, non-exclusive, non-transferable, non-sublicensable license to access, use, and disclose the Health Data during the Term and during any period thereafter for which a Permitted Purpose exists, as applicable, to (a) process the data as instructed by AHCA (and to the extent not inconsistent therewith, by Participants or data sources solely with respect to their respective Data), (b) as necessary to provide the Encounter Notification Service for Participants' benefit as provided in this Agreement, (c) for the Permitted Purposes, and (d) as otherwise permitted in the Agreement.

(iv) Use and disclosure of Administrative Data and Transaction Data, by Vendor.

- a. Administrative Data. “**Administrative Data**” means information identifying and pertaining to Participant and its Users, such as User contact information, but which does not contain Protected Health Information or Participant’s Proprietary Information, which Vendor uses to manage and administer the Encounter Notification Service and provide support to Participant and its Users. Vendor or its Affiliates may use and disclose Administrative Data for purposes of providing services to Participants and PointClickCare Network Participants, for the purposes set forth in any terms of use applicable to a service, for Vendor’s and its Affiliates proper management and administration, and as required by law.
- b. Transaction Data. “**Transaction Data**” means information and statistics about Participant’s interactions with and usage of the Encounter Notification Service, but which does not contain Protected Health Information, Administrative Data, or Participant’s Proprietary Information. Vendor and its Affiliates may use and disclose Transaction Data for any lawful purpose, including, by way of illustration and not limitation, (i) for the analysis, development, improvement, and provision of Vendor or Affiliate products and services; (ii) for recordkeeping, fee calculation, internal reporting, support, and other internal business purposes; (iii) to report the number and type of transactions and other statistical information; and (iv) to otherwise administer and facilitate Vendor and Affiliate services.

6. **Prohibited Purposes.** Section 3(e) of Attachment F of the Agreement is hereby amended and replaced in its entirety as follows:

Neither Vendor or its Affiliates, nor any Participant, may access or use the Health Data of another party to compare patient volumes, practice patterns, or make any other comparison without all Participants’ written approval, except to the extent that such access or use is consistent with one or more Permitted Purposes. For the avoidance of doubt, neither Vendor or its Affiliates, nor any Participant, may access or use the Proprietary Information of another party to compare patient volumes, practice patterns, or make any other such comparison without prior written approval from any Participant whose data would be involved. Uses of Health Data not expressly permitted by this Agreement (including but not limited to Vendor or Affiliates reselling de-identified Health Data) are expressly prohibited under this Agreement without separate written approval from any Participant whose data would be involved.

7. **Disposition of Health Data Upon Request; Feasibility.** Section 15 of Attachment F is hereby amended to add the following:

- g. **Disposition of Health Data Upon Request.** In addition to Vendor’s obligations to delete or destroy a terminated Participant’s data as set forth

above, Vendor shall, at any time requested by a Participant via notice during the term, but no more than once per calendar year, promptly and to the extent feasible, delete all the Health Data in Vendor's possession that the Participant had delivered to Vendor no less than one (1) year prior to the date of such notice.

- h. **Feasibility.** Participant acknowledges that among the possible reasons for which return, deletion, or destruction of Health Data by Vendor, as required in this Section 15, may not be feasible are instances in which the Health Data has been transmitted by Vendor to another Participant or PointClickCare Network Participant for Permitted Purposes hereunder and Vendor, therefore, must continue to hold such Health Data pursuant to a separate HIPAA business associate agreement between Vendor and such other party.

- 8. **Principles of Construction; Counterparts.** Whenever the terms or conditions of the Agreement and this Addendum are in conflict, the terms of this Addendum control. Except as specifically modified by the terms of this Addendum, all the terms of the Agreement shall remain in full force and effect. This Addendum may be executed in any number of counterparts, each of which is an original, but all counterparts of which constitute the same instrument.

IN WITNESS WHEREOF, this Addendum has been entered into and executed by officials duly authorized to bind their respective parties.

Vendor

Entity Name: Audacious Inquiry, LLC

By: _____
Printed Name: _____
Title: _____
Date: _____

Participant

Entity Name: _____
By: _____
Printed Name: _____
Title: _____
Date: _____