

Master Subscription and Service Agreement

General Terms and Conditions

The following General Terms and Conditions will apply to all Subscriber orders of IGUANA Products and related Services specified in the “Commercial Documentation” linked to these General terms and Conditions.

Unless otherwise expressly agreed in writing by Interfaceware Inc. “iFW” and Subscriber as part of the Commercial Documentation, the terms and conditions in any Subscriber purchase order, acceptance of an iFW offer or similar document which conflict or are inconsistent with any of these General Terms and Conditions shall be of no effect and these General Terms and Conditions shall prevail at all times.

1. **DEFINITIONS:** For the purposes of these General Terms and Conditions, in addition to the defined terms set out in the Commercial Documentation, the following words and phrases shall have the attached meanings or inclusions:

- 1.1. **“Agreement”** means a combination of these General Terms and Conditions and the Commercial Documentation to which they are linked which are intended by iFW and Subscriber to form a legally binding agreement between them.
- 1.2. **“Commercial Documentation”** may include any of the following that have been accepted in writing by both Parties: (i) the Commercial Terms set out in a form of agreement to which these General Terms and Conditions are appended; (ii) an iFW proposal, quote or similar purpose document; (iii) a Subscriber purchase order or similar purpose document, or (iv) a Statement of Work or similar purpose document.
- 1.3. **“Confidential Information”** has the meaning given to it in Section 20 of these General Terms and Conditions.
- 1.4. **“IGUANA”** means the executable, object code version(s) of the iFW proprietary software known, trade-marked, marketed, supplied and licensed by iFW as IGUANA® in the versions and configurations specified in the Commercial Documentation, together with applicable published operating instructions and related training and reference materials, and all new releases, versions and upgrades thereof provided in accordance with the Commercial Documentation.
- 1.5. **“iFW Services”** means the IGUANA Support & Maintenance, Training and iFW Professional Services specified in the Commercial Documentation.
- 1.6. **“Integrated Solution”** means a combination of IGUANA and a Subscriber Solution.
- 1.7. **“Subscriber”** means the legal entity identified as the Subscriber or Customer in the Commercial Documentation and who may be referred to as “you” or “your” from time to time.
- 1.8. **“Subscriber’s Customer”** or **“Customer”** means, as applicable, (i) a healthcare provider such as a hospital or clinic that is an end-user of the Integrated Solution, or (ii) a corporate or institutional healthcare payor that serves healthcare provider clients that are end-users of the Integrated Solution.
- 1.9. **“Subscriber’s Customer End-User Location”** means, as applicable, each healthcare provider physical location such as a hospital or clinic, or each healthcare payor’s client’s physical location such as a hospital or clinic in which point-of-use devices are connected to the Integrated Solution regardless of the technology model
- 1.10. **“Subscriber Partner(s)”** has the meaning given to it in Section 4 of these General Terms and Conditions.
- 1.11. **“Subscriber Solution(s)”** means the Subscriber’s proprietary solutions.

- 1.12. “**Statement of Work**” or “SOW” means a written document that specifies certain Professional Services and “**Service Deliverables**” to be performed and supplied by iFW in connection with IGUANA, and the milestones, financial terms and conditions, proprietary rights and other business terms relating specifically to those Professional Services and Service Deliverables.
- 1.13. “**Territory**” means the geographical area as agreed by iFW and Subscriber from time to time within which Subscriber may exercise its rights as a reseller and may be global or restricted. If restricted, purchase and/or resale of IGUANA subscriptions or copies for trans-shipment or use of any kind outside the Territory is strictly forbidden.
- 1.14. “**Term**” and “**Initial Term**” for the purposes of specifying the time period(s) during which this Agreement may remain in effect in the normal course have the meanings given to them in the Commercial Terms of this Agreement.

2. **GRANT OF RIGHTS:** Subject to all the terms and conditions of this Agreement, iFW hereby grants to Subscriber all such revocable, non-exclusive, non-assignable (except with restrictions to its Partners), non-transferable rights and licenses as are necessary for Subscriber and its Customers and Partners, as applicable, to use IGUANA in accordance with the Commercial Documentation and the further General Conditions of Use set out in Section 3 below.

3. **CONDITIONS OF USE:**

- 3.1. Subscriber may use IGUANA within its own operating environment as a data front-end to Subscriber’s Solutions.
- 3.2. Subscriber may combine IGUANA with its Subscriber Solution(s) resulting in “Integrated Solutions” which may be marketed, licensed and deployed by Subscriber throughout the Territory using either an annual SaaS subscription model or an annually renewed licensed copy model.
- 3.3. Subscriber and its Customers and Partners may only use IGUANA for the periods of time specified in the Commercial Documentation.
- 3.4. Subscriber and its Customers and its Partners will only use IGUANA in strict compliance with all applicable regulatory and legislative controls and standards, and the terms of the Agreement.
- 3.5. Subscriber will refrain and will cause its Customers and Partners to refrain from directly or indirectly modifying, reverse engineering, producing or enabling the production of any work derived from the IGUANA Products, or attempting to defeat the mechanisms that control the number of subscriptions to the IGUANA Products.
- 3.6. If a Subscriber’s Customer, only use IGUANA for internal operational uses and not for resale or licensing of integration software or services.

4. **SUBSCRIBER’S PARTNERS:** IGUANA may be hosted on any third party cloud platform that Subscriber uses for its Solutions and IGUANA and iFW Services may be marketed through all of the channel partners that Subscriber uses for Distributed Copy Integrated Solutions, including affiliates of Subscriber or arms-length third parties acting on behalf of Subscriber (such third party hosts and channel partners being collectively called “**Subscriber Partners**”), but not until Subscriber has ensured that all applicable intellectual property rights, risk management and other contractual protections given by its Partners to Subscriber as the primary supplier of the Integrated Solution extend to iFW as the supplier of the IGUANA product and service components of the Integrated Solution, and each such Subscriber Partner has provided Subscriber with recordable evidence of its agreement to be bound by the extension to iFW of all such protections. Subscriber and each of its Partners will be jointly and severally liable to iFW for any breach by the applicable Partner of these obligations. Subscriber will enforce its Partners’ obligations on behalf of iFW as may be directed by iFW. Subscriber warrants that the contractual protections will always meet or exceed the requirements of these General Terms and Conditions and the standards common to Subscriber’s industry for products and services like the products and services that are the subject matter of this Agreement.

5. **SUBSCRIBER'S CUSTOMERS:** IGUANA and iFW Services will only be provided to Customers by Subscriber or its Partners under Subscriber agreements that ensure that the Customer is made aware that the Integrated Solution being made available to them includes IGUANA®, a proprietary software product of iINTERFACEWARE Inc., and they acknowledge that all their obligations to Subscriber with respect to the Integrated Solution extend to that proprietary iINTERFACEWARE Inc. software.
6. **OWNERSHIP OF IGUANA:** Except for the restricted rights granted under this Agreement, all intellectual property in or relating to IGUANA and any IGUANA Product derivative works howsoever made, whether in patent, copyright, trade secret, trademark or otherwise is and will continue to be owned or controlled by iFW. Subscriber will ensure that the integrity of the IGUANA code and structure will not be negatively affected or compromised in any way because of integration by Subscriber into the Subscriber Solution as may be provided for under this Agreement.
7. **OWNERSHIP OF SUBSCRIBER INTERFACES:** All intellectual property in or relating to Subscriber developed Interfaces, whether in patent, copyright, trade secret, trademark or otherwise is and will continue to be owned or controlled by Subscriber.
8. **OWNERSHIP OF SERVICE DELIVERABLES:** Except for any deliverable expressly identified as Subscriber-owned in an SOW, iFW will at all times be the owner of or have under its control (i) all intellectual property rights, whether in patent, copyright, trade secret, trademark or otherwise, in all materials or other resources made available to Subscriber, Subscriber Partners or Customers in order for iFW to fulfill its Services, (ii) all iFW Confidential Information, (iii) all Service Deliverables and (iv) all discoveries, ideas, inventions and know-how developed or reduced to practice by iFW in the course of supplying its Services and which specifically relate to or arise out of the Service project (collectively, the "Proprietary Rights and Information"). Notwithstanding iFW's ownership and control, all Service Deliverables that have been fully paid for and accepted by Subscriber will be made a part of the licensed IGUANA products for all purposes hereunder. For greater certainty, Proprietary Rights and Information include without limitation all of iFW's tools, protocols, processes or other resources used by it in the normal course of supplying its services to its clients.
9. **IGUANA IDENTIFICATION:** iFW hereby grants to Subscriber a revocable, non-exclusive, non-assignable except to its Partners, non-transferable license to use the IGUANA® trademarks, trade names, copyrights and logotype (the "Marks"), so long as the Agreement remains in full force and effect. iFW reserves the right to change and cause Subscriber to change the Marks during the Term of this Agreement. Subscriber shall use the Marks only in connection with the marketing and resale of IGUANA subscriptions and services pursuant to this Agreement. A notice indicating iFW's ownership of the Marks in such form as iFW may require from time to time will accompany all renderings of the Marks. If Subscriber utilizes the Marks on any websites, written materials or other media forms, such material will clearly indicate that Subscriber is an iFW licensee of the Marks and the products and services identified by the Marks. Nothing herein shall confer upon Subscriber any proprietary interest in the Marks, except the right to use the same in accordance with the terms hereof. Subscriber will not at any time during the Term of the Agreement or thereafter directly or indirectly (i) dispute or contest the validity or enforceability of the Marks, or (ii) dilute the value of the goodwill attaching to the Marks.
10. **SUBSCRIBER IMPLEMENTATION RESPONSIBILITIES:** In addition to any other responsibilities set forth elsewhere in this Agreement, unless otherwise specified in an SOW Subscriber will be solely responsible for (i) providing and ensuring a proper, secure environment on which IGUANA and Service Deliverables will operate; (ii) all system administration related tasks including, but not limited to, network connectivity issues and logging problems/error; and (iii) production readiness and user acceptance testing of all Service Deliverables.

- 11.**SUBSCRIBER GENERAL WARRANTIES:** Subscriber warrants that it will not use, market, or sell subscriptions, copies or licenses for IGUANA, or permit the use, marketing, or resale of the same in any way whatsoever that is not in accordance with (i) the terms of this Agreement; (ii) the applications and use specified in any iFW approved IGUANA specifications, materials or literature; and (iii) all applicable laws and regulations of applicable legislative and regulatory bodies throughout Subscriber's Territory.
- 12.**IGUANA LIMITED PRODUCT WARRANTIES:** iFW does not warrant that the operation of IGUANA during the term of any subscription will be uninterrupted or error free and Subscriber and its subscribers will be deemed to have accepted IGUANA on delivery. iFW warrants that, for a period of three months from the date of initial access by a Customer, the IGUANA functionality will conform for that Customer in all material respects to the specifications in the IGUANA documentation provided by iFW to Subscriber under this Agreement. iFW's sole obligation and liability, and Subscriber's or Subscriber's Partners and Customers only remedies under the warranty given shall be iFW's reasonable commercial efforts to correct the defects without charge, failing which iFW will refund all monies previously paid to iFW by Subscriber for its subscriptions to the applicable non-conforming IGUANA Instances.
- 13.**iFW SERVICES WARRANTIES:** iFW warrants to Subscriber that (i) iFW will comply with all industry standards with respect to the supply of its Services; and (ii) all Services and Service Deliverables will materially conform to the specifications and prescribed protocols and processes set out in applicable SOW's. iFW's sole obligation and liability, and Subscriber's or Subscriber's Partners and end user subscribers only remedies under the material conformity warranty given shall be iFW's reasonable commercial efforts to correct the defects without charge, failing which iFW will refund all monies previously paid to iFW by Subscriber for the non-conforming Services.
- 14.**iFW IP WARRANTIES:** iFW warrants that to the best of iFW's actual knowledge after making all commercially reasonable inquiries, IGUANA does not and will not infringe the intellectual or other property rights of any third party. In the event of a third party claim of infringement that may prevent Subscriber and any of its Customers from enjoying all of their rights to and usage of IGUANA pursuant to this Agreement, iFW will take all commercially reasonable steps to (i) modify, replace or provide a workaround of the alleged infringing components of IGUANA; or (ii) where such modification, replacement or workaround is not commercially reasonable, settle the claim, in either case in a manner that enables Subscriber to continue its access to and usage of IGUANA or functionally equivalent products unabated. If neither remedy is available, then iFW's only other obligation and liability to Subscriber, its Partners and Customers under the intellectual property warranty given will be to refund all monies previously paid to iFW by Subscriber for the IGUANA components or usage that a final court of competent jurisdiction has found to be infringing.
- 15.**GENERAL INDEMNITIES:** Subject to the limitations specified in this Agreement, each Party shall indemnify, defend and hold harmless the other Party, its officers, directors, employees, agents, successors, and assigns (collectively, "Indemnitees") from any claims, losses, liabilities, damages or expenses arising out of or in connection with the indemnifying Party's failure to fully and properly fulfill its obligations and responsibilities under this Agreement, or arising out of or in connection with a breach of any of the indemnifying Party's representations, warranties and/or covenants to or with the other Party under this Agreement.
- 16.**INTELLECTUAL PROPERTY INDEMNITIES:** Each Party shall indemnify, defend and hold harmless the other Party and the other Party's Indemnitees from and against any third party claim, action, suit or other proceeding, and from any and all damages, losses, liabilities, costs and expenses arising therefrom, as incurred, to the extent arising out of or resulting from a finding by a final court of competent jurisdiction that the marketing, or use of IGUANA and iFW Services in the case of iFW, or Subscriber Solutions in the case of Subscriber infringe any intellectual property rights of a third party within that jurisdiction.

17.LIABILITY LIMITATIONS: Except for the express warranties and indemnities given in this Agreement, each Party disclaims all other implied warranties or indemnities including, without limitation, warranties as to merchantability and/or fitness for a particular purpose. Except as otherwise expressly provided elsewhere in this Agreement, the express remedies provided in this Agreement are in lieu of all liabilities and obligations of the warranting or indemnifying Party for damages, even if that Party has been advised of the possibility of such damages. The liabilities of one Party to the other shall not extend to any special or consequential damages, lost profits or other similar economic loss except where such damages or losses arise or result from a breach by a Party of its obligations with respect to the other Party's intellectual property or confidential information, or as a result of a Party's wilful or reckless acts or omissions.

18.AUDIT RIGHTS: Subscriber acknowledges that from time to time for good accounting practice purposes, iFW may need to audit Subscriber's books and records as those books and records pertain directly to the IGUANA subscription and license sales made under this Agreement. iFW shall have the right to direct a qualified, nationally recognized firm of public accountants to audit the applicable Subscriber records to verify their accuracy. Any such audits may occur only once in each six-month period of this Agreement, during normal business hours and after at least ten business days' notice to Subscriber. The audit shall be conducted at iFW's expense unless the auditor's report indicates a discrepancy of at least 3% between the sales reported and the sales actually made by Subscriber, in which case, in addition to immediate payment of any shortfall on fees paid, Subscriber shall pay all reasonable audit expenses.

19.ASSIGNMENT AND TRANSFER: Except as provided elsewhere in this Agreement, Subscriber may not transfer or assign this Agreement or its rights hereunder without the express written permission of iFW which iFW may withhold in its discretion.

20.CONFIDENTIALITY AND PRIVACY

- **20.1. Inclusions:** "Confidential Information" includes all scientific, technological, business, financial, or marketing communications and data and any materials or products that are based on or embody such data, in any form that, if disclosed in writing or other tangible form, is conspicuously labelled as proprietary and confidential at the time of delivery, or if spoken, or disclosed by observation or viewing, is identified as proprietary and confidential prior to or at the time of disclosure, and after disclosure is confirmed in writing as such within thirty (30) business days thereafter; provided that such labelling or identification will not be required if the sensitivity and confidentiality of the Confidential Information is clearly evident in the circumstances. Confidential Information also includes all protected health information ("PHI") referenced in Section 20.5 below.
- **20.2. Exclusions:** Confidential Information will not include (i) information that is generally available to the public through no fault of the Receiving Party, or (ii) information that was already in the possession of the Receiving Party prior to any disclosure hereunder, or (iii) information that is or has been lawfully disclosed to the Receiving Party by a third party who or which does not have an obligation of confidentiality to the Disclosing Party, or (iv) information that has been developed independently by the Receiving Party without use of Confidential Information disclosed hereunder, all as evidenced by appropriate documentation.
- **20.3. Term and Duration:** This Agreement will cover disclosure of any Confidential Information made during the Term of this Agreement. Notwithstanding any such Term or termination, Confidential Information disclosed while this Agreement remains in force and effect shall be safeguarded by the Receiving Party for a period of five (5) years from the date of disclosure, or perpetually in the case of PHI, and with the same degree of care with which it treats its own Confidential Information, or at least at the standards of care common and acceptable to the industry in which the Receiving Party is engaged. The Receiving Party warrants that it applies

commercially reasonable safeguards against the unauthorized disclosure and use of all Confidential Information in its possession or under its control.

- **20.4. General Restrictions on Use:** The Receiving Party agrees that any Confidential Information of the other Party disclosed to it under this Agreement (i) shall be used by the Receiving Party solely for the purposes of this Agreement; (ii) shall not be used to make, use, sell, patent, or otherwise attempt to protect any derivative technology, or any technology, product or business that is competitive with the technology, products or business of the Disclosing Party, provided that nothing herein shall prevent a Receiving Party from engaging in the development of a competitive product or business that is not based on the Confidential Information of the other Party; and (iii) if the Confidential Information is embodied in products or technologies, the products or technologies will not be disassembled or reverse engineered.
- **20.5. Restrictions on Protected Healthcare Information Disclosure, Access and Use:** In addition to the obligations of the Parties set out elsewhere in this Agreement, neither Party will disclose, access or use any PHI except where such disclosure, access or use is made strictly in accordance with all applicable privacy laws, rules, and regulations, including, by way of examples, in the United States, the Health Insurance Portability and Accountability Act ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act (the "HITECH" Act) and, in Canada, the Personal Information Protection and Electronic Documents Act ("PIPEDA"), or any successor legislation or regulation in those countries, or similar legislation or regulation of any other applicable jurisdictions.
- **20.6. Restrictions on Disclosure:** The Receiving Party will restrict transmission or disclosure of the Disclosing Party's Confidential Information to those of its directors, officers, employees, agents, lawyers and accountants (collectively "Representatives") who need to know the Confidential Information specifically for this Agreement; it being confirmed by the Receiving Party that such Representatives are or will be placed under written obligations of confidentiality and use that are at least as restrictive as those contained in this Agreement. The Receiving Party further agrees to enforce such obligations on behalf of the Disclosing Party as directed by the Disclosing Party. The Disclosing Party warrants that the Confidential Information will not include any confidential information of any third party that the Disclosing Party is not fully authorized in writing to disclose to the Receiving Party.
- **20.7. Non-Solicitation:** In addition to the foregoing obligations, neither Party shall use Confidential Information pertaining to the Representatives of the other Party, or introductions to such Representatives gained while fulfilling the Purpose of this Agreement, to directly or indirectly solicit for employment or engagement any such Representative of the other Party in a manner that is against the commercial interests of the other Party.
- **20.8 Lawful Disclosure:** In the event the Receiving Party is required by judicial or administrative process to disclose Confidential Information of the Disclosing Party, the Receiving Party will promptly notify the Disclosing Party and permit adequate time to seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained, or the other Party waives compliance with the provisions of this Agreement; provided that the Receiving Party will only furnish that portion of the Confidential Information which is legally required.
- **20.9 Injunctive Relief:** Both Parties confirm that unauthorized disclosure or use by a Receiving Party of Confidential Information of the Disclosing Party may cause irreparable harm to the Disclosing Party and may result in significant damages which cannot be accurately calculated in monetary form. In addition to any remedies that may be available at law, in equity or otherwise, the Receiving Party agrees that the Disclosing Party shall be entitled to seek injunctive relief enjoining the Receiving Party and its Representatives from engaging in any of the activities or practices which may constitute a breach or threatened breach of this Agreement.

21. TERMINATION AND SURVIVAL:

- 21.1. If this Agreement is terminated in accordance with its General Terms and Conditions or Subscriber chooses not to renew its IGUANA Subscription for any year after the Initial Term, all its IGUANA supply, license and subscription rights specified in this Agreement will immediately expire at the end of the last paid-up year.
- 21.2. In addition to termination of this Agreement by expiry in the normal course, this Agreement may be terminated immediately by either Party giving written notice to the other Party if the other Party: (i) materially breaches any term or condition of the Agreement and such breach is not cured within thirty (30) days of receipt of written notice of such breach, except for a breach of confidentiality or an infringement of intellectual property rights in which case no cure period shall apply; or (ii) becomes insolvent or voluntarily bankrupt or an involuntary petition in bankruptcy against the Party in breach is not dismissed within ninety (90) calendar days of filing; or (iii) if a receiver, assignee or other liquidating officer is appointed for all or substantially all of the other Party's business; or (iv) if the other Party makes an assignment for the benefit of creditors.
- 21.3. The terms and limitations, exclusions, and warranties contained in this Agreement that by their sense and context are intended to survive the termination of this Agreement shall so survive regardless of the reason for or manner of such termination. These surviving provisions will include but will not necessarily be limited to all terms and conditions relating in any manner to either Party's intellectual property rights and all terms and conditions relating to confidentiality and privacy.

22. GENERAL: This Agreement shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assignees. Except as expressly set out herein, neither Party shall be the legal agent of the other for any purpose whatsoever and therefore has no right or authority to make or underwrite any promise, warranty or representation, to execute any contract or otherwise to assume any obligation or responsibility in the name of or on behalf of the other Party. If a court of competent jurisdiction declares any provision of this Agreement invalid or unenforceable, that provision will be severed from this Agreement for the purposes of that jurisdiction, and the remaining provisions shall not be affected. English is the official language of this Agreement. Neither party shall be liable for any failure or delay in its performance under this Agreement due to causes that are beyond their reasonable control.

23. GOVERNING LAW AND JURISDICTION: Unless otherwise specified in the Commercial Documentation, the construction, validity and performance of this Agreement of which these General Terms and Conditions are a part will be governed by (i) the laws of the State of Delaware or US federal laws, as applicable, if Subscriber is resident in the USA; or; (ii) the laws of the Province of Ontario, Canada, or the federal laws of Canada, as applicable, if Subscriber resides outside of the USA. All disputes arising out of or related to this Agreement will be subject to the exclusive jurisdiction and venue of the courts located (i) in Wilmington, Delaware if Subscriber resides in the USA; or (ii) in Toronto, Ontario, Canada if Subscriber is not resident in the USA, and the Parties hereby consent to such jurisdictions and venues. Both Parties shall respect all embargoes, trade sanctions, and export restrictions imposed by or adhered to by the jurisdictions in which they were incorporated, in which they reside, or within which they do business. The United Nation's Convention for Contracts on the International Sale of Goods shall not apply to this Agreement.