

CLINICONEX INC. SUBSCRIPTION AGREEMENT

This Subscription Agreement, is made this * day of *, by and between Cliniconex Inc. (hereinafter, “Cliniconex”) with its principal address at 390 March Rd, Ottawa, ON, K2K 0G7 and * FHT Name (hereinafter, “Customer”) with its principal address at * address

In consideration of the mutual promises and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Definitions

As used in this Agreement, the following terms shall have the following meanings:

“**Agreement**” means these terms of use and the Order Form.

“**Cliniconex Technology**” means all of Cliniconex’s proprietary technology made available to Customer by Cliniconex in providing the Service.

“**Content**” means the audio and visual information, documents, and services made available to Customer in the course of using the Service.

“**Customer Data**” means any data, information, or material provided or submitted by Customer to the Service in the course of using the Service.

“**Effective Date**” means the earlier of the date first set forth above and the date Customer begins using the Service.

“**Initial Term**” means the initial period during which Customer is obligated to pay for the Service equal to the monthly billing frequency, or as otherwise specified in the Order Form.

“**Intellectual Property Rights**” means unpatented inventions, patent applications, patents, design rights, copyrights, trademarks, service marks, trade names, domain name rights, mask work rights, know-how and other trade secret rights, and all other intellectual property rights, derivatives thereof, and forms of protection of a similar nature anywhere in the world.

“**License Term(s)**” means the Initial Term and subsequent period(s) during which a specified Customer is licensed to use the Service pursuant to the Order Form(s).

“**Order Form(s)**” means the form attached as Schedule A, evidencing the initial subscription for the Service and any subsequent Order Forms submitted online or in written form.

“**Service(s)**” means the specific edition of Cliniconex’s automated reminder and

confirmation services for healthcare.

“**Term**” means the Initial Term and any subsequent term

“**User(s)**” means Customer employees, representatives, consultants, contractors, or agents who are authorized to use the Service and have been supplied user identifications and passwords by Customer or Cliniconex.

2. Right Grant and Restrictions

Cliniconex hereby grants Customer a nonexclusive, nontransferable, right to use the Service in Canada, solely for Customer’s own internal business purposes, subject to the terms and conditions of this Agreement. All rights not expressly granted to Customer are reserved by Cliniconex and its licensors.

Customer shall not (i) license, sublicense, sell, resell, transfer, assign, distribute, or otherwise commercially exploit or make available to any third party the Service or the Content in any way; (ii) modify or make derivative works based upon the Service or the Content; (iii) create Internet “links” to the Service on any other server or wireless or Internet-based device; or (iv) reverse engineer or access the Service in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of the Service, or (c) copy any ideas, features, functions or graphics of the Service.

Customer may use the Service only for Customer’s internal business purposes and shall not: (i) send spam or otherwise duplicative or unsolicited messages or private personal information (as defined in applicable law) in violation of applicable law; (ii) send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or violative of third party privacy law; (iii) send or store material containing software viruses, malware or other harmful computer code; (iv) interfere with or disrupt the integrity or performance of the Service or the data contained therein; or (v) attempt to gain unauthorized access to the Service or its related

systems or networks.

3. Customer Responsibilities

Customer is responsible for all activity occurring under User accounts and shall abide by all applicable laws in connection with Customer's use of the Service, including those related to data privacy, private health information, personal information, international communications, and the transmission of technical or personal data. Customer shall: (i) notify Cliniconex immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Cliniconex immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Customer or Users; and (iii) not impersonate another Cliniconex user or provide false identity information to gain access to or use of the Service.

4. Account Information and Data

Cliniconex will abide by its Privacy Policy as attached in Schedule B; however Cliniconex does not own any Customer Data. Customer, not Cliniconex, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, privacy protection, appropriateness, and intellectual property ownership and right to use of all Customer Data, and Cliniconex shall not be responsible or liable for the deletion, correction, destruction, damage, loss, any Customer Data.

5. Intellectual Property Ownership

Cliniconex (and its licensors, where applicable) shall exclusively own all right, title, and interest, including all Intellectual Property Rights, in and to the Cliniconex Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Customer relating to the Service. This Agreement is not a sale and does not convey to Customer any rights of ownership in or related to the Service, the Cliniconex Technology or the Intellectual Property Rights owned by Cliniconex. Cliniconex's name, Cliniconex's logo, and the product names associated with the Service are trademarks of Cliniconex or third parties, and no right or license is granted to use them.

6. Charges and Payment of Fees

Customer shall pay the initial charges at the

Effective Date. Customer shall pay monthly usage fee plus overage charges (if applicable) every month during the Term.

All amounts paid are nonrefundable. Customer must provide Cliniconex with valid credit card or approved purchase order information as a condition to signing up for the Service. Cliniconex reserves the right to modify its fees and charges and to introduce new reasonable charges at any time after the Initial Term, upon at least 30 days prior notice to Customer. All pricing terms are confidential, and Customer shall not disclose them to any third party.

7. Billing and Renewal

Cliniconex will automatically issue an invoice to Customer each month of the Term, or as otherwise mutually agreed upon in the Order Form. Fees for other services will be charged on an as-quoted basis. Cliniconex's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities, and Customer shall be responsible for payment of all such taxes, levies, or duties, excluding only federal or provincial taxes based solely on Cliniconex's income.

Customer agrees to provide Cliniconex with complete and accurate billing and contact information. This information includes Customer's full and proper legal company name, street address, email address, and name and telephone number of an authorized billing contact. Customer agrees to update this information within 30 days of any change to it. If the contact information Customer has provided is false or inaccurate, Cliniconex reserves the right to terminate Customer's access to the Service in addition to any other legal remedies.

If Customer believes its bill is incorrect, Customer must contact Cliniconex in writing within 60 days of the invoice date of the invoice containing the amount in question to be eligible to receive an adjustment or credit.

This Agreement will automatically renew at the end of the Initial Term for successive monthly terms unless terminated under section 9 or 10.

8. Nonpayment and Suspension

In addition to any other rights granted to Cliniconex herein, Cliniconex reserves the right to suspend or terminate this Agreement if Customer's account becomes delinquent.

Delinquent invoices and accounts are subject to interest of one (1.0) percent per month (or portion thereof). Cliniconex also reserves the right to

recover collection costs and expenses from Customer. Customer will continue to be charged for Services during any period of suspension. If Customer or Cliniconex initiates termination of this Agreement, Customer will be obligated to pay the balance due on Customer's account computed in accordance with Section 8 above.

Cliniconex reserves the right to impose a reconnection fee in the event Customer is suspended and thereafter requests access to the Service.

9. Termination upon Expiration/Reduction in Number of Licenses

This Agreement commences on the Effective Date. The Initial Term will be as Customer elects in the Order Form commencing on the Effective Date. Either party may terminate this Agreement, in writing or upon by notifying the other party in writing at least thirty (30) days prior to the end of the Initial Term or subsequent term. In the case of free trials, notifications provided through the Service indicating the remaining number of days in the free trial shall constitute notice of termination. Cliniconex has no obligation to retain the Customer Data, and may delete any such Customer Data at any time after termination.

10. Termination for Cause

Any breach of Customer's payment obligations or unauthorized use of Cliniconex Technology or Service will be deemed a material breach of this Agreement. Cliniconex, in its sole discretion, upon ten days written notice may terminate Customer's password, account or use of the Service if Customer breaches or otherwise fails to comply with this Agreement.

11. Representations and Warranties

Each party represents and warrants that it has the legal power and authority to enter into this Agreement. Cliniconex represents and warrants that it will provide the Service in a manner consistent with general industry standards reasonably applicable to the provision thereof under normal use and circumstances. Customer represents and warrants that Customer has not falsely identified Customer nor provided any false information to gain access to the Service and that Customer's billing information is correct.

12. Mutual Indemnification

Customer shall indemnify and hold

Cliniconex, its licensors and each such party's affiliates, officers, directors, employees, and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including lawyer's fees and costs) arising out of or in connection with a claim alleging that use of the Customer Data infringes the rights of, or has caused harm to, a third party; provided that Cliniconex (a) gives written notice of the claim promptly to Customer; (b) gives Customer sole control of the defense and

settlement of the claim (provided that Customer may not settle or defend any claim unless Customer unconditionally releases Cliniconex of all liability and such settlement does not affect Cliniconex's business or Service); (c) provides to Customer all available information and assistance; and (d) has not compromised or settled such claim.

Cliniconex shall indemnify and hold Customer and Customer's affiliates, officers, directors, employees and agents harmless from and against any and all claims, costs, damages, losses, liabilities, and expenses (including lawyers' fees and costs) arising out of or in connection with: (i) a claim alleging that the Service directly infringes a copyright, a U.S. or Canadian patent issued as of the Effective Date, or a U.S. or Canadian registered trademark of a third party; provided that Customer (a) promptly give written notice of the claim to Cliniconex; (b) give Cliniconex sole control of the defense and settlement of the claim (provided that Cliniconex may not settle or defend any claim unless it unconditionally releases Customer of all liability); (c) provide to Cliniconex all available information and assistance; and (d) have not compromised or settled such claim. Cliniconex shall have no indemnification obligation, and Customer shall indemnify Cliniconex pursuant to this Agreement, for claims arising from any infringement arising from the combination of the Service with any of Customer products, service, Customer Data, hardware or business process(s).

13. Disclaimer of Warranties

CLINICONEX AND ITS LICENSORS MAKE NO REPRESENTATION AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY, OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CLINICONEX AND ITS LICENSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY,

UNINTERRUPTED, OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA; (B) THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE; (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CUSTOMER THROUGH THE SERVICE WILL MEET CUSTOMER'S REQUIREMENTS OR EXPECTATIONS; (E) ERRORS OR DEFECTS WILL BE CORRECTED; OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE (THAT THE CLINICONEX SOFTWARE RUNS ON) AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CUSTOMER STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CLINICONEX AND ITS LICENSORS.

14. Limitation of Liability

EXCEPT FOR THE PARTIES' INDEMNIFICATION OBLIGATIONS UNDER SECTION 12, IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY EXCEED THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM CUSTOMER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL EITHER PARTY AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES OF ANY TYPE OR KIND (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE, OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THE SERVICE, INCLUDING BUT NOT LIMITED TO THE

USE OR INABILITY TO USE THE SERVICE, OR FOR ANY CONTENT OBTAINED FROM OR THROUGH THE SERVICE, ANY PRIVACY OR DATA BREACH OF CUSTOMER DATA OR PERSONAL HEALTH INFORMATION NOT CAUSED DIRECTLY BY CLINICONEX, ANY INTERRUPTION, INACCURACY, ERROR, OR OMISSION, REGARDLESS OF CAUSE IN THE CONTENT, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

15. Additional Rights

Certain jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential, or certain other types of damages, so the exclusions set forth above may not apply to Customer.

16. Local Laws and Export Control

The Services shall not be used, and none of the underlying information, software, or technology may be transferred or otherwise exported in violation of applicable export control law. Customer is solely responsible for compliance with all applicable export laws.

17. Notice

Cliniconex may give notice by means of an email to Customer address on record in Cliniconex's account information, or by written communication sent by first class mail or pre-paid post to Customer address on record in Cliniconex's account information. Such notice shall be deemed to have been given upon the expiration of three business days after mailing or posting (if sent by first class mail or pre-paid post) or 24 hours after sending (if sent by email). Customer may give notice to Cliniconex (such notice shall be deemed given when received by Cliniconex) at any time by any of the following: letter sent by confirmed facsimile to Cliniconex at the following fax number: +1 (866) 596-3409; letter delivered by nationally recognized overnight delivery service or first class postage prepaid mail to Cliniconex at the following address: 390 March Rd, Ottawa, ON, K2K 0G7.

18. Modification to Terms

Cliniconex reserves the right to modify the terms and conditions of this Agreement or its policies relating to the Service at any time,

effective upon notice to Customer posting of an updated version of this Agreement on the Service. Cliniconex is responsible for providing a notice to the Customer, the Customer is responsible for regularly reviewing this Agreement.

19. Assignment

This Agreement may not be assigned by Customer without the prior written approval of Cliniconex which shall not be unreasonably withheld. Any purported assignment in violation of this section shall be void.

20. General

This Agreement shall be governed by Ontario law, without regard to its choice or conflicts of law provisions, and any disputes, actions, claims, or causes of action arising out of or in connection with this Agreement or the Service shall be subject to the exclusive jurisdiction of the courts located in Ottawa, Ontario.

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or

unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the in- valid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Customer and Cliniconex as a result of this Agreement or use of the Service. The failure of Cliniconex to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Cliniconex in writing. ADD THIS: This Agreement, together with any applicable Order Form, and the attached PHIPA Terms and Conditions, comprises the entire agreement between Customer and Cliniconex and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral, between the parties regarding the subject matter contained herein, and no text or information set forth on any other purchase order, preprinted form, or document (other than an Order Form, if applicable) shall add to or vary the terms and conditions of this Agreement.

**[THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.
SIGNATURE PAGE TO FOLLOW]**

IN WITNESS WHEREOF, the parties have executed this Agreement on the date set forth above.

CLINICONEX INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



Schedule A – ORDER FORM Cliniconex Outreach Services

<Date>

Cliniconex is pleased to offer our advanced automated reminder service to the office(s) of
<Customer Name>

Please sign this form and see the attached subscription agreement.

We will email a confirmation receipt and contact you within two business days to schedule an installation date.

Please print clearly.

Clinic Name (full legal name)	<Customer Name>
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Cliniconex Outreach Solutions:

Booking Notifications: Schedule a patient’s referral to your clinic and Cliniconex will automatically notify them by email, text or voice, eliminating staff/patient phone tag. Flexible and customizable special instructions are provided in the messaging, and you will receive real-time tracking of their responses.

Appointment Reminders: Closer to the appointment date, a reminder is triggered automatically, working effortlessly in the background to your exacting workflow specification. Flexible and customizable special instructions help patients arrive fully prepared and on time for their appointments and responses are updated directly in the EMR scheduler, as supported.

Post-visit Surveys: After the appointment, a survey is triggered to a random sample of patients on their visit experience or to follow up on outcomes. It’s the most efficient way to collect data to improve your service quality and also meet government quality regulations. Voice and online survey modes fully replaces a waiting room paper survey.

Patient Recalls: Proactively contact your patients at set intervals ensuring that those who need to come back to the clinic are reminded to book their return appointment. Real-time tracking of patient responses enables proactive recall management.

Cancellation Alerts: Inevitably a batch of a provider’s appointments will need to be cancelled, due to illness, weather, or another schedule impacting change. Simply set a code in the

appointments that need to be cancelled and Cliniconex will send out a customized message to patients to call in to reschedule.

Preventive Care: Achieve your preventive care targets and maintain a high level of health for your patients. Cliniconex reminders can be set up to notify patients of important visits to your office for things like flu clinics or cancer screening.

Broadcast Notifications: Alert your patients of a clinic closure, a change in office address, a flu shot clinic, or a program change. Send a customized message efficiently and effectively and receive real-time tracking of their responses. Simply export a contact list and process it with the Cliniconex desktop app.

Wait Time on the Web: For walk-in clinics where broadcasting wait times is crucial for attracting patient traffic or is, more simply, important information that patients need to conveniently access, the Cliniconex wait time on the web solution automatically estimates the wait for the next arriving patient and updates your website.

Workflow integration as described is limited to EMR/EHR supported by Cliniconex system.

Consent: It is the express responsibility of the clinic / provider to obtain opt in consent for this service before the service is delivered to patients.

Solution Pricing:

Pricing for the following services is per transaction. A transaction is as described below:

Service	Transaction Unit	Description
Booking Notification	Appointment notified	Each appointment for which at least one booking notification attempt completes to the associated patient contact end-point.
Appointment Reminder	Appointment reminded	Each appointment for which at least one reminder attempt completes to the associated patient contact end-point.
Surveys	Appointment surveyed	Each appointment for which at least one survey attempt completes to the associated patient contact end-point.
Patient Recall	Appointment recalled	Each appointment for which a least one recall attempt completes to the associated patient contact end-point
Cancellation Alert	Appointment cancelled	Each appointment for which at least one cancellation notification completes to the associated patient contact end-point.
Preventive Care or Broadcast Notification	Patient Contacted	Each patient for which a least one attempt completes to the associated patient contact end-point

Cliniconex is pleased to offer flat rate transaction pricing at **35 cents per transaction.**

Pricing for the Wait Time on the Web service is by subscription.

Cliniconex is pleased to offer subscription pricing for the wait time service at **\$200 per clinic**

location, per month.

Installation, Configuration, Trial and Support

One-time payment of \$* for workflow discovery, installation, configuration, and all ongoing support. Installations on a separate EMR server is charged at \$350 per server. Subsequent workflow for additional providers may be charged at \$350 per workflow.

Terms

The initial term is 1 month.
Subsequent terms are 1 month.

Who is the main contact for the service?

For example, a supervisor, front office staffer or receptionist.

Full Name	
Title	
Full Mailing Address	
Phone number	
Email	
Cell (optional)	

Who is the main contact for billing?

Same as above.

Full Name	
Title	
Full Mailing Address	
Phone	
Email	
Cell (optional)	

Completing the Order:

I acknowledge that I have reviewed and accept the Subscription Agreement as attached.

I acknowledge that I have reviewed and accept the Privacy Policy as attached.

Signature	
Name	
Title	
Institution	
Dated	

Schedule B - Cliniconex Privacy Policy

SECTION 1 GENERAL

1.1. PURPOSE

This privacy policy is intended to describe the efforts used by Cliniconex Inc., to collect, use, disclose, retain and dispose of any personal health information collected by it in accordance with the requirements of the Personal Health Information Protection Act, 2004 (the “Act” or “PHIPA”) as amended in Ontario, the Health Information Act in Alberta, and comparable legislation in other jurisdictions where Cliniconex may operate.

Cliniconex is committed to the protection of any personal health information collected by it and has therefore put into place policies and safeguards relating to the collection, use, disclosure, retention and disposition of personal health information if and when collected.

1.2. STATUTORY OBLIGATIONS

The collection, use, disclosure, retention and disposition of personal health information within Ontario are governed by PHIPA. To the extent that personal information other than personal health information is collected, used, disclosed, retained or disposed by Cliniconex, or to the extent that any of Cliniconex’s activities cross the borders of the province of Ontario, such activities are governed by the Personal Information Protection and Electronic Documents Act (“PIPEDA”) and Freedom of Information and Protection of Privacy Act (“FIPPA”).

For the purposes of this policy, the term “personal information” shall include “personal information” as defined under PIPEDA as well as “personal health information” as defined under PHIPA. Publicly available information, such as a public listing of your name, address, telephone number, electronic address, is not considered to be personal information.

In addition, where Cliniconex collects and uses personal information in other jurisdictions, other legislation may apply. This policy has been drafted based on privacy principles that are common to most legislation dealing with the protection of personal information. As a result, compliance with this policy is intended to allow for substantial compliance with such other legislation. Nonetheless, Cliniconex reserves the right to modify this policy so that this policy is consistent with any such piece of legislation as required.

1.3. POLICY STATEMENT

Cliniconex and those individual employs and agents acting on behalf of Cliniconex (“Representatives”) will demonstrate their respect for individual privacy rights and their compliance to legislation by following the rules for collection, use, disclosure, retention and disposal of personal information in accordance with PHIPA, PIPEDA, FIPPA any other applicable

legislation and by adhering to all Cliniconex's privacy and security policies, procedures and guidelines.

1.4. RULING ON POLICY

Except as provided in the applicable legislation, the Cliniconex Board of Directors will have the authority to interpret any provision of this policy that is contradictory, ambiguous or unclear.

SECTION 2 IDENTIFYING PURPOSES FOR COLLECTING AND USING PERSONAL INFORMATION

2.1. COLLECTION

To the extent that Cliniconex collects personal information, it will collect only that personal information reasonably necessary for the identified purposes set out in Section 2.2. Cliniconex may collect some or all of the following types of personal information: name of patient, appointment date and time and patient contact information such as a phone number or email address. At the discretion of the health information custodian, Cliniconex may also collect the name of the health services provider (e.g. a doctor or a dietician) related to the appointment.

2.2. PURPOSE

Cliniconex uses any personal information for the purpose of sending notifications and reminders to patients to improve the clinic's operations and, ultimately, the health of their patients.

2.3. PURPOSES NOT IDENTIFIED

Cliniconex will seek consent from the appropriate health information custodians (or individuals, if applicable) when personal information is used for a purpose not previously identified. This consent will be documented as to when and how it was received.

SECTION 3 LIMITING USE, DISCLOSURE AND RETENTION OF PERSONAL INFORMATION

3.1. LIMITING USE

Cliniconex will not use or disclose of personal information for purposes other than those for which it was collected as specified in Section 2.2, except with the consent of the health information custodian (or individual, if applicable) or as required by law.

3.2. RETENTION PERIODS

To the extent it collects personal information, Cliniconex will retain such personal information only as long as necessary for the fulfillment of the purposes set out in Section 2.2

3.3. DESTRUCTION OF INFORMATION

Cliniconex shall destroy physical documents by way of shredding and electronic files will be deleted in their entirety, in a manner such that no personal information can be recovered.

SECTION 4 SAFEGUARDS FOR PERSONAL INFORMATION

4.1. SAFEGUARDS

In the event Cliniconex collects personal information, it may pass through servers located in Canada or the United States. We treat data as an asset that must be protected and use many of tools (encryption, passwords, physical security, etc.) to protect personal information against unauthorized access and disclosure. However, third parties may unlawfully intercept or access transmissions or private communications. Therefore, although we work very hard to protect your privacy, we can not guarantee that your personal information or private communications will always remain private.

Except as otherwise expressly included in this Privacy Policy, this document addresses only the use and disclosure of information Cliniconex collects. If a client of Cliniconex discloses personal information to others through the use of Cliniconex products or services, different rules may apply to the use or disclosure of the information and Cliniconex takes no responsibility for such disclosure.

4.2. SENSITIVITY

The nature of the safeguards used to protect the personal information will be directly related to the level of sensitivity of the information in question. The more sensitive the information, the higher the level of security employed.

4.3. METHODS OF PROTECTION

The methods of protection used by Cliniconex to protect personal information include, but are not limited to:

- i) Administrative safeguards (e.g. privacy and security policies, limiting access to information on a need-to-know basis, use of security clearances);
- ii) Physical safeguards (e.g. locked filing cabinets, restricted access to offices); and
- iii) Technical safeguards (e.g. use of passwords, encryption and firewalls).

4.4. REPRESENTATIVES

Cliniconex will make its Representatives aware of the importance of maintaining confidentiality of personal information and will be required to sign confidentiality agreements, where appropriate.

SECTION 5 CONTACTING US

Cliniconex may amend this Privacy Policy at any time by posting the amended terms on this site. All amended terms automatically take effect 30 days after they are initially posted. An individual may address a question regarding the compliance with the above principles or with legislation to privacy@cliniconex.com.

SECTION 6 Updates

Initial: May 6, 2011

August 10, 2011 Update: Typo in section 1.2, removed reference to “website” and “other users” in section 4.1, changed informal style to formal style in section 4.1

SAMPLE Schedule C - PHIPA Terms and Conditions

**[NOTE TO DRAFT: THIS MUST BE EDITED TO YOUR SITUATION
THIS VERSION CONTEMPLATES THE FHO AS THE HIC AND THE FHT AS THE AGENT]**

1. **Definition of “Personal Health Information”.** Personal Health Information has the meaning given to it in the *Personal Health Information Protection Act, 2004* (“**PHIPA**”), being information in the custody or control of the Family Health Team and its affiliated physician group * Family Health Organization (the “**FHO**”) that identifies (or that it is reasonably foreseeable could be used to identify) an individual, including:
 - (a) information that relates to the physical or mental health of that individual;
 - (b) that individual’s family health history;
 - (c) that individual’s payment or eligibility for funding for health care;
 - (d) information that relates to that individual’s donation of a body part or bodily substance (or the testing or examination of same);
 - (e) the identity of that individual’s substitute decision-maker;
 - (f) that individual’s health card number; and
 - (g) any identifying information that is not personal health information but that is contained in a record of personal health information.
2. **The FHO is a Health Information Custodian.** The FHO affiliated with the Family Health Team is a health information custodian under PHIPA and has statutory obligations to safeguard Personal Health Information. The Family Health Team and its staff are agents of the FHO under PHIPA.
3. **Cliniconex Requires Access to Personal Health Information.** The parties agree and acknowledge that Cliniconex will require access to Personal Health Information in the course of fulfilling its obligations under the Cliniconex Inc. Subscription Agreement (“the **Subscription Agreement**”). The following provisions set out the obligations of Cliniconex with respect to its collection, use, disclosure, retention and disposal of Personal Health Information under the Subscription Agreement.
4. **Cliniconex is Agent under PHIPA.** The parties acknowledge and agree that Cliniconex, when accessing Personal Health Information, does so solely on behalf of the FHO while performing the Services under the Subscription Agreement. As such, Cliniconex is an “agent” of the FHO, as the term “agent” is defined in PHIPA, and with all the responsibilities of an agent imposed by PHIPA.

5. **Use of Personal Health Information.** Cliniconex shall use the Personal Health Information provided by the FHO solely for the purposes of providing the Services under the Subscription Agreement and for no other purpose whatsoever.
6. **No Contact with Patients.** Notwithstanding that Cliniconex is an agent of the FHO under PHIPA, Cliniconex shall not have any contact with patients for any purpose whatsoever, unless expressly authorized by the FHO.
7. **Obligations not Conditional.** Cliniconex's obligations under these privacy and security terms and conditions are absolute and are not conditional on the FHO's compliance with any of its obligations under the Subscription Agreement, including its obligation to pay Cliniconex.

Service Provider Personnel

8. **Service Provider Personnel.** For the purposes of these privacy and security terms and conditions, "**Service Provider Personnel**" includes Cliniconex employees, contractors, subcontractors, and agents.
9. **Training of Service Provider Personnel.** Cliniconex has provided training to its Service Provider Personnel with respect to Cliniconex's legal obligations with respect to personal information under applicable privacy legislation and will provide additional training with respect to Cliniconex's specific obligations to protect Personal Health Information under the Subscription Agreement. Cliniconex shall ensure that Cliniconex Personnel are aware of and agree in writing to be bound by the provisions relating to Personal Health Information that are set out in the Subscription Agreement.
10. **Access by Service Provider Personnel.** Cliniconex shall give access to Personal Health Information only to those members of Cliniconex Personnel who have a legitimate need to access the Personal Health Information in order to fulfill Cliniconex's obligations under the Subscription Agreement.
11. **Removal of Personnel.** In the event of a breach of these provisions by any of Cliniconex Personnel, the FHO may require that personnel member to cease providing Services under the Subscription Agreement.

Service Provider's Own Privacy Practices

12. **Compliance with Privacy Legislation.** Cliniconex has a privacy policy in compliance with applicable privacy legislation, addressing its practices relating to the collection, use, disclosure, retention and disposal of personal information. Cliniconex monitors and enforces compliance with its own privacy policy.
13. **Privacy Compliance Officer.** Cliniconex has an appointed privacy compliance officer who shall be given the responsibility for Cliniconex's compliance with applicable privacy and security requirements including such terms and conditions under the Subscription Agreement.

14. **Safeguards.** Cliniconex has in place effective administrative, technological and physical safeguards to stop theft, loss and unauthorized access, copying, modification, use, disclosure or disposal of personal information. These safeguards are consistent with industry practice.

Confidentiality and Security Safeguards with respect to Personal Health Information

15. **Receipt of Family Health Team’s Privacy Policy.** Cliniconex acknowledges receipt of the FHO’s privacy policy and will only collect, use, disclose, retain and dispose of Personal Health Information as permitted by the FHO.

16. **Monitoring of its Activities.** Cliniconex shall monitor its activities to ensure that its Service Provider Personnel are complying with all applicable privacy and security practices including such practices under the terms and conditions of the Subscription Agreement. In particular, Cliniconex shall monitor and report to the FHO, upon the reasonable request of the FHO, Cliniconex’s access, use and disclosure of Personal Health Information under the Subscription Agreement.

17. **Theft, Loss or Unauthorized Access of Personal Health Information.** In the event that Cliniconex becomes aware that Personal Health Information has been stolen or lost, or a person has obtained unauthorized access to Personal Health Information, or Cliniconex has used, disclosed or disposed of the Personal Health Information other than as contemplated in the Subscription Agreement, Cliniconex shall at the first reasonable opportunity notify the FHO’s privacy officer by telephone followed by written notice. Contact information is:

Name
email
Phone

18. **Indemnity.** Cliniconex hereby agrees to indemnify and hold harmless the FHO and the Family Health Team and their officers, directors, employees and agents from all costs, damages, fines, penalties or other liabilities (including legal fees) arising out of a breach of its obligations under PHIPA and the Subscription Agreement with respect to Cliniconex’s failure to comply with applicable privacy and security requirements including the terms and conditions of the Subscription Agreement.

19. **FHO Review of Service Provider’s Practices and Procedures.** The FHO may, upon reasonable notice, assess and review Cliniconex’s practices and procedures for receiving and processing Personal Health Information under the Subscription Agreement, for the purposes of ensuring that the privacy and security terms and conditions of the Subscription Agreement are being complied with. For these purposes, Cliniconex shall provide the FHO with reasonable access to the policies, procedures and protocols used for purposes of providing the Services and any other documents that may be relevant.

20. **Cooperation with Privacy Assessment or Audit.** Cliniconex will cooperate with any privacy assessment or audit conducted by the FHO or any third party retained by the FHO.

Handling Complaints

21. **Complaint by the FHO.** In the event that the FHO makes a complaint to Cliniconex in respect of Cliniconex's compliance with the privacy and security terms and conditions of the Subscription Agreement, Cliniconex shall, within five (5) business days of receipt of the complaint, investigate the matter and provide the FHO with an oral report stating the cause of the deficiency, if any, and the steps taken to prevent a recurrence, if required. Within a further five (5) business days, Cliniconex shall provide the FHO with a written report documenting the complaint, investigation, deficiency, if any, and the steps taken to prevent a recurrence, if required.
22. **Cooperation with Complaint to FHO.** Cliniconex shall cooperate with the FHO in responding to any complaints about Personal Health Information that may relate to Cliniconex's obligations under the Subscription Agreement.
23. **Injunctive Relief.** Cliniconex hereby recognizes that any breach of PHIPA or breach of the privacy and security terms and conditions of the Subscription Agreement will result in irreparable harm to the FHO that cannot be calculated or fully or adequately compensated by the recovery of damages. As a result, the FHO shall, in addition to any other relief available to it, be entitled to the remedy of injunction without having to establish the inadequacy of any other remedy available to it. Cliniconex hereby undertakes not to make any defense in proceedings regarding the granting of an injunction or specific performance based on the availability to FHO of other remedies.

Termination of the Subscription Agreement

24. **Termination upon Breach.** At the FHO's discretion, it may terminate the Subscription Agreement immediately, upon written notice, as a result of any breach of PHIPA or these privacy and security terms and conditions by Cliniconex.
25. **Return of Personal Health Information.** On the termination or expiration of the Subscription Agreement, Cliniconex shall return all Personal Health Information received or created under the Subscription Agreement that has not already been securely destroyed by Cliniconex to the FHO. Cliniconex will provide the FHO with a sworn statement or other evidence satisfactory to the FHO that it has complied with this provision.
26. **Survival.** Cliniconex's obligations with respect to Personal Health Information shall survive the expiration or termination of the Subscription Agreement for any reason.
27. **Conflict.** In the event of a conflict between these terms and conditions and the related Subscription Agreement, the terms of these terms and conditions prevail.