

TERMS AND CONDITIONS OF BRAEBON MEDICAL CORPORATION (“BRAEBON”) CLOUD PORTAL

THESE TERMS OF USE (THE “**AGREEMENT**”) GOVERN YOUR USE OF AND ACCESS TO THE BRAEBON CLOUD PORTAL (THE “**SITE**”) AND THE LICENSED PROGRAMS. YOUR ACCESS TO THE SITE IN ANY WAY IS EVIDENCE OF YOUR ACCEPTANCE OF THE AGREEMENT AND THE ENFORCEMENT OF SAID AGREEMENT. YOU AGREE THAT THIS AGREEMENT IS LEGALLY ENFORCEABLE LIKE ANY WRITTEN AGREEMENT SIGNED BY YOU. IF YOU DO NOT AGREE TO THIS AGREEMENT, THEN YOU CANNOT USE THE SITE OR THE LICENSED PROGRAMS.

BRAEBON RESERVES THE RIGHT, IN ITS SOLE DISCRETION, TO CHANGE, MODIFY OR OTHERWISE ALTER THIS AGREEMENT AT ANY TIME EFFECTIVE UPON POSTING (AND WITHOUT GIVING YOU PRIOR NOTICE) OF THE MODIFIED AGREEMENT ON THE SITE. ACCORDINGLY, PLEASE REVIEW THE AGREEMENT PERIODICALLY. YOUR CONTINUED USE OF THE SITE, THE LICENSED PROGRAMS OR ANY MATERIALS OR SERVICES ACCESSIBLE THROUGH THEM AFTER SUCH POSTING SHALL MEAN THAT YOU ACCEPT THE MODIFICATIONS. BRAEBON ALSO RESERVES THE RIGHT AT ANY TIME AND FROM TIME-TO-TIME TO MODIFY OR DISCONTINUE, TEMPORARILY OR PERMANENTLY, THE SITE (OR ANY PART THEREOF). BRAEBON SHALL NOT BE LIABLE TO ANY USER OR OTHER THIRD PARTY OF ANY SUCH MODIFICATION, SUSPENSION OR DISCONTINUANCE EXCEPT AS EXPRESSLY PROVIDED HEREIN.

1.0 LICENSE:

1.1 License. Subject to the terms and conditions of this Agreement, Braebon hereby grants YOU a limited, nonexclusive, nontransferable, non-sublicensable and nonassignable license to use the software programs incorporated by Braebon in DentiTrac™ (the “**Licensed Programs**”) and any associated program documentation located on the Site or some other Uniform Resource Locator

(URL) determined by Braebon, in its sole discretion, in the future. YOU shall not have the right or license to sell, sublicense, assign or otherwise transfer this license of the Licensed Programs to a third party. Accordingly, the license granted herein is only for YOUR use and access of the Licensed Programs via the Site.

2.0 RESPONSIBILITIES:

2.1 YOUR Responsibilities. YOU shall be responsible (at YOUR own expense) for obtaining access to the Internet, for purchasing any hardware, software and telecommunications equipment and services necessary to utilize the Site. Braebon may (in its sole discretion) provide periodic software version updates to the Licensed Programs. Any new or updated program(s) incorporated by Braebon into the Licensed Programs shall be considered to be a Licensed Program(s) for the purposes of this Agreement.

3.0 LICENSE FEE & USERS:

3.1 License Fee & Users. YOU agree to pay Braebon a license fee (“**License Fee**”) to use the Licensed Programs for the individuals authorized to use the Licensed Programs (hereinafter, collectively, “**Users**” or “**User**”). Braebon will provide the amount for such License Fee during the initial setup of YOUR account. YOU shall select the Users during the initial setup of YOUR account.

4.0 THIRD PARTY SUBLICENSSED SOFTWARE:

4.1 Sublicensed Software. YOU understand and acknowledge that certain software incorporated into the Site, DentiTrac™ or the Licensed Programs may be owned by a third party (“**Sublicensed Software**”). Braebon hereby grants to YOU, and YOU hereby accept from Braebon, a nonexclusive, nontransferable and nonassignable sublicense to use the Sublicensed Software on the terms and conditions set forth in the license granted to Braebon, any hosting provider with respect to such Sublicensed Software, and this Agreement. These terms and

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conditions will be met if all the terms and conditions set forth under this Agreement are met. If such terms and conditions are not met, then both this sublicense, as well as the other rights and licenses granted under this Agreement, shall be subject to termination at the option of Braebon. The third party owner of Sublicensed Software shall retain all proprietary rights in and to such Sublicensed Software. As between you and Braebon, Braebon shall retain all proprietary rights in and to the Licensed Products.

5.0 SUPPORT SERVICES & FREE SUPPORT SYSTEM:

5.1 Support Services. Braebon will provide certain support services for the Site, DentiTrac™ and the Licensed Programs upon request by YOU, which may include technical and procedural support on the Licensed Programs (collectively, “**Support Services**”). All Support Services will be provided from Braebon’s offices or from another location as determined by Braebon in its sole discretion.

5.2 Support Service Period. Subject to the terms and conditions of this Agreement, and upon request by YOU, Braebon will provide Support Services to YOU during 9 a.m. to 5 p.m. Eastern Time on non-holiday weekdays (the “**Support Service Period**”). Any Support Services provided outside the Support Service Period will be performed at the option of Braebon and billed on a time, labor and materials basis at Braebon’s then prevailing rate.

5.3 Support Services Fee. Any Support Services provided to YOU via e-mail support shall be included in the License Fee. Any Support Services provided by telephone outside of the **Support Service Period** shall be on a time, labor and materials basis at Braebon’s then prevailing rate (the “**Support Services Fee**”).

6.0 LATE FEES & TAXES:

6.1 Late Fees. In the event that YOU fail to pay any fee or charge provided for in this Agreement when such payment is due, YOU agree to pay interest on any outstanding balance due of ten percent (10%) per annum. As further described in Section 10 of this Agreement, failure by YOU to timely pay any fee or any increase provided for in this Agreement shall constitute a material breach of this Agreement and, therefore, give Braebon sufficient cause to suspend or terminate the rights and licenses granted hereunder.

6.2 Taxes. All fees and charges provided for in this Agreement are exclusive of all import duties, customs charges, federal, state, municipal or other government exercise, sales, use, occupational, or like taxes, rates or assessments now in force or which may be enacted in the future. Should Braebon be or become responsible for the payment or collection of any such tax, rate or assessment, then Braebon may charge such taxes, rates, or assessments to YOU, unless such taxes, rates or assessments are based upon Braebon’s net income.

6.3 Adjustment of Fees. Braebon retains the right to adjust, at its own discretion any fees and charges provided for in this Agreement.

7.0 CONFIDENTIALITY:

7.1 Confidential Information. As used under this Agreement, the term “**Confidential Information**” shall mean any non-public or proprietary information relating to Braebon, the Site, DentiTrac™, the Licensed Programs the Sublicensed Software or any materials, services, content, elements and ideas related thereto whether now in existence or hereafter developed, that (i) is designated or identified as being “Confidential”, “Proprietary” or of some similar designation, or (ii) YOU know or should know is considered to be highly sensitive and confidential. The term “**Confidential Information**” includes, without limitation, any non-public or proprietary information relating to

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Braebon’s secrets, trade secrets, copyrights, trademarks, patents, current and proposed business arrangements and dealings with third parties, business operations, financial information, equipment, procedures, purchases, accounting, bookkeeping, marketing, merchandising, selling, leasing, servicing, finances, infrastructure, business systems, business techniques or operational techniques.

7.2 Nondisclosure. Unless specifically authorized in writing by Braebon, neither YOU or the Users shall directly or indirectly disclose, disseminate, divulge, transmit, publish, transfer or otherwise release (“disclose”) any Confidential Information to another party or a non-signatory to this Agreement, including without limitation the public. The Company must do all things necessary to prevent any of its agents, employees or representatives from disclosing any Confidential Information, including without limitation requiring each agent, employee and representative to sign a nondisclosure agreement prepared by Braebon as a condition precedent to having access to any Confidential Information.

7.3 Return of Materials. Any Confidential Information made available hereunder, including any copies or reproductions thereof, shall be promptly returned to Braebon upon the earlier of: (a) termination of this Agreement; or (b) written request by Braebon.

7.4 Proprietary Rights in Confidential Information. Any Confidential Information disclosed hereunder shall at all times remain the sole and exclusive property of Braebon. Any right YOU or the Users have or may have to use Confidential Information is not coupled with an ownership interest. Neither this Agreement nor any disclosure of Confidential Information hereunder grants a license as to Confidential Information by implication, estoppel, or otherwise under any patent, copyright, trade secret, trademark or other proprietary right.

7.5 Braebon Has Right to Use De-Aggregated Data. All data generated in

connection with YOUR use of the Licensed Programs is collectively referred to in this Agreement as the “Data”. Notwithstanding anything else in this Agreement, YOU agree that YOU have obtained any necessary patient permissions for the use of DentiTrac™ and the collection of patient Data using the Site and the Licensed Programs and that Braebon may: (a) use the Data in any aggregate or statistical reports without prior approval from you, (b) transfer and/or disclose such aggregate Data upon a sale of Braebon or its assets or other form of reorganization, but only to the other party to such transaction, and subject to the same restrictions as herein, (c) disclose such Data in a summary report that does not show, display or indicate customer specific or customer identifying personal health information, (d) provide such Data to a third party service provider, for analytical purposes, and (e) use the aggregate Data (without personally identifiable health information). The Data used pursuant to clauses (a) through (e) of the immediately preceding sentence shall not be considered YOUR confidential information when such Data is in its aggregated de-identified, or otherwise disguised to obscure the identity of any individual. Braebon agrees, acknowledges, warrants and represents that it shall treat the non-aggregated Data as YOUR confidential information.

7.6 Injunctive Relief. YOU acknowledge the unauthorized use, copying, reproduction or disclosure of any Confidential Information will cause Braebon irreparable harm and significant injury, which may be difficult to measure with certainty or to compensate through monetary damages. Therefore, YOU agree that in the event YOU or a User directly, indirectly or inadvertently cause the unauthorized use, copying, reproduction or disclosure of Confidential Information, Braebon shall be entitled to obtain a preliminary injunction, a temporary injunction and/or a permanent injunction, without the necessity of a bond or costs, against such breach from any court of competent jurisdiction. Braebon’s right to obtain such relief shall not

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limit its right to obtain other remedies. In addition, Braebon may seek commensurate remuneration for any and all activities required to investigate and verify the unauthorized disclosure of Confidential Information.

7.7 Unauthorized Use and Access & Injunctive Relief. YOU shall not permit anyone other than the Users to use or have access to the Site, the Licensed Programs, the Sublicensed Programs or any associated materials or services. Moreover, YOU shall not, nor shall any User or any other individual or entity, attempt to learn, modify, decompile, translate, reverse engineer, or disseminate by any means, the Site, DentiTrac™, the Licensed Programs, the Sublicensed Programs or any associated materials or services which shall continue to be the intellectual property of Braebon. Accordingly, YOU acknowledge that the unauthorized use, access, modification, decompiling, translation, reverse engineering or dissemination of or to the Site, DentiTrac™, the Licensed Programs, the Sublicensed Programs or any associated materials or services will cause Braebon irreparable harm and significant injury, which may be difficult to measure with certainty or to compensate through monetary damages. Therefore, YOU agree that in the event YOU or a User directly, indirectly or inadvertently causes the unauthorized use, access, modification, decompiling, translation, reverse engineering or dissemination of or to the Site, DentiTrac™, the Licensed Programs, the Sublicensed Programs or any associated materials or services, Braebon shall be entitled to obtain a preliminary injunction, a temporary injunction and/or a permanent injunction, without the necessity of a bond or costs, against such breach from any court of competent jurisdiction. Braebon's right to obtain such relief shall not limit its right to obtain other remedies. In addition, Braebon may seek commensurate remuneration for any and all activities required to investigate and verify the unauthorized use of or access to the Site, DentiTrac™, the Licensed Programs, the Sublicensed Programs or any associated materials or services.

8.0 PROPRIETARY RIGHTS:

8.1 Intellectual Property Rights. YOU shall not acquire any proprietary rights (including, without limitation, copyright, trademark or patent or trade secret) in or to the Site, DentiTrac™, the Licensed Programs, the Sublicensed Software or any materials, services, content, elements and ideas related thereto, except the limited rights necessary to carry out the purposes set forth in this Agreement. Braebon reserves any rights not expressly granted to YOU under this Agreement (including, without limitation, any and all proprietary rights in and to the Site, DentiTrac™, the Licensed Programs, the Sublicensed Software or any materials, services, content, elements and ideas related thereto).

8.2 Copyright. The Site, DentiTrac™, the Licensed Programs, Sublicensed Software or any materials, services, content and elements related thereto are protected by Canadian, United States and/or foreign copyright laws, and belong to Braebon or its affiliates, contributors or third parties. Such copyrighted works are owned by Braebon or other copyright owners who have authorized their use by Braebon and its licensees. Accordingly, YOU may only use such copyrighted works in accordance with the terms and conditions of this Agreement and applicable law.

8.3 Trademarks. Except as permitted by applicable law, YOU are prohibited from using any of the marks or logos appearing throughout the Site, DentiTrac™, the Licensed Programs, Sublicensed Software or any materials, services, content and elements related thereto without permission from the trademark owner.

9.0 TERM:

9.1 Term. This Agreement is effective from the date of acceptance by YOU and shall continue until it is terminated by YOU or Braebon in accordance with the terms and conditions of this Agreement. YOU may terminate this Agreement by providing Braebon with sixty (60)

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days written notice of termination. Braebon may automatically terminate this Agreement without notice to YOU upon the occurrence of any of the events detailed in Section 10 of this Agreement. Within fifteen (15) days of termination by YOU or Braebon YOU shall certify in writing to Braebon that, through YOUR best efforts and to the best of YOUR knowledge, the original and all copies of any and all materials furnished to YOU by Braebon in connection with the Licensed Programs have been destroyed or returned to Braebon. Termination of this Agreement includes termination of the rights and licenses granted to YOU under this Agreement, including, without limitation, YOUR right to access and use of the Site and the Licensed Programs.

10.0 GROUNDS FOR SUSPENSION OR TERMINATION BY BRAEBON:

10.1 Grounds for Suspension or Termination by Braebon. Braebon may, in its sole discretion, automatically suspend or terminate this Agreement (and, thus, the license granted herein) without notice to YOU upon the occurrence of any of the following events:

- (i) **Non-Payment.** Failure by YOU to pay any fee or any increase provided for in this Agreement within ten (10) business days after such payment is due;
- (ii) **Breach of Confidentiality.** Breach of any provision of Section 7 of this Agreement regarding confidentiality or any other provision of use covered herein;
- (iii) **Unauthorized Use.** Any unauthorized use by YOU or a User of the Site, DentiTrac™ or the Licensed Programs (including, without limitation, use of the Licensed Programs by more than the number of Users specified by YOU pursuant to Section 3 of this Agreement);
- (iv) **Cessation of Business.** Liquidation, bankruptcy, cessation of business or the appointment of a receiver or similar officer to take charge of YOUR business or property; and

- (v) **Default.** Failure by YOU to perform any of YOUR obligations under this Agreement.

11.0 DISCLAIMER OF WARRANTY:

11.1 Disclaimer of Warranty. BRAEBON AND ITS AFFILIATES ASSUME NO LIABILITY FOR ANY DAMAGE OR LOSS RELATED TO ANY USE OF THE SITE, DENTITRAC™, THE LICENSED PROGRAMS, THE SUBLICENSED SOFTWARE OR ANY OTHER GOODS OR SERVICES PROVIDED OR TO BE PROVIDED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY APPLICATIONS, SOFTWARE AND CONTENT CONTAINED THEREIN), INCLUDING, BUT NOT LIMITED TO, ANY INJURY, MEDICAL COMPLICATIONS, DEATH, COSTS, OR OTHER DAMAGES THAT MAY RESULT FROM THE USE OF OR FAILURE TO USE (I) THE SITE, DENTITRAC™ OR THE LICENSED PROGRAMS; OR (II) THE INFORMATION ENTERED BY YOU OR ANYONE ELSE INTO OR ONTO THE SITE, DENTITRAC™ OR THE LICENSED PROGRAMS. YOU EXPRESSLY ACKNOWLEDGE THAT YOU ARE SOLELY RESPONSIBLE FOR ANY INFORMATION (BOTH ITS ACCURACY AND CONTENT) ENTERED INTO ANY FIELD PROVIDED IN THE SITE, DENTITRAC™ OR THE LICENSED PROGRAMS. YOU AGREE TO ASSUME ALL RISK FOR SELECTION AND USE OF THE SITE, DENTITRAC™ AND THE LICENSED PROGRAMS AND CONTENT PROVIDED THEREON. BRAEBON SHALL NOT BE RESPONSIBLE FOR ANY ERRORS, MISSTATEMENTS, INACCURACIES OR OMISSIONS REGARDING CONTENT DELIVERED THROUGH THE SITE, DENTITRAC™ OR THE LICENSED PROGRAMS OR ANY DELAYS, ERRORS IN OR INTERRUPTIONS OF SUCH DELIVERY.

WITHOUT LIMITING THE FOREGOING, THE SITE, DENTITRAC™ AND THE LICENSED PROGRAMS ARE PROVIDED "AS IS". ANY USE BY YOU OF THE SITE, DENTITRAC™ AND THE LICENSED PROGRAMS IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY LAW, BRAEBON DISCLAIMS ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY

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IMPLIED WARRANTY OF NON-INFRINGEMENT. BRAEBON HAS MADE NO AFFIRMATION OF FACT OR PROMISE RELATING TO THE SITE, DENTITRAC™, THE LICENSED PROGRAMS, THE SUBLICENSED SOFTWARE OR ANY OTHER GOODS OR SERVICES PROVIDED OR TO BE PROVIDED HEREUNDER (INCLUDING, WITHOUT LIMITATION, ANY APPLICATIONS, SOFTWARE AND CONTENT CONTAINED THEREIN). BRAEBON DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN DENTITRAC™ AND THE LICENSED PROGRAMS WILL MEET ANY REQUIREMENTS OR NEEDS YOU MAY HAVE OR THAT THE SITE, DENTITRAC™ AND THE LICENSED PROGRAMS WILL OPERATE ERROR FREE, OR IN AN UNINTERRUPTED FASHION, OR THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW THE WAIVER OR EXCLUSION OF IMPLIED WARRANTIES SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

YOU UNDERSTAND AND AGREE THAT BRAEBON IS NOT ENGAGED IN THE PRACTICE OF MEDICINE AND THAT THE SITE, DENTITRAC™, THE LICENSED PROGRAMS, THE SUBLICENSED SOFTWARE OR ANY OTHER GOODS OR SERVICES PROVIDED OR TO BE PROVIDED HEREUNDER ARE TOOLS ONLY AND ARE NOT A SUBSTITUTE FOR PROFESSIONAL JUDGMENT OF REGISTERED HEALTHCARE PROVIDERS IN DIAGNOSING AND TREATING PATIENTS. YOU AGREE THAT BRAEBON SHALL NOT BE LIABLE TO ANY PERSON (INCLUDING BUT NOT LIMITED TO YOU AND PERSONS TREATED BY OR ON BEHALF OF YOU OR OTHERS ASSOCIATED OR AFFILIATED WITH YOU) FOR, AND YOU AGREE TO INDEMNIFY AND HOLD BRAEBON HARMLESS FROM ANY CLAIMS, LAWSUITS, PROCEEDINGS, COSTS, ATTORNEYS' FEES, DAMAGES OR OTHER LOSSES (COLLECTIVELY, "LOSSES") ARISING OUT OF OR RELATING TO (A) YOUR USE OF THE SITE, DENTITRAC™ OR THE LICENSED PROGRAMS OR CONTENT PROVIDED THEREON OR ANY EQUIPMENT FURNISHED IN CONNECTION THEREWITH AND (B) ANY DATA OR INFORMATION INPUT IN THE SITE, DENTITRAC™ OR THE LICENSED PROGRAMS BY YOU, IN ALL CASES INCLUDING BUT NOT LIMITED TO LOSSES FOR TORT, PERSONAL INJURY, MEDICAL

MALPRACTICE, PRODUCT LIABILITY, MEDICAL DIAGNOSIS OR TREATMENT.

12.0 LIMITATION OF LIABILITY:

12.1 Limitation of Liability. Notwithstanding anything to the contrary in this Agreement, BRAEBON SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY (AND BRAEBON SHALL NOT BE OBLIGATED TO INDEMNIFY YOU OR ANY THIRD PARTY) FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR CONTINGENT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY COSTS, LAWYER'S FEES, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES) FOR OR IN CONNECTION WITH ANY CLAIM OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SITE OR THE LICENSED PRODUCTS. FURTHER, BRAEBON SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY (AND BRAEBON SHALL NOT BE OBLIGATED TO INDEMNIFY YOU OR ANY THIRD PARTY) FOR ANY DIRECT DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY COSTS, LAWYERS' FEES, LOST PROFITS OR LOST BUSINESS OPPORTUNITIES) FOR OR IN CONNECTION WITH ANY CLAIM OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCTS LIABILITY, INFRINGEMENT, VIOLATION OF THE RIGHTS OF PRIVACY OR PUBLICITY, DEFAMATION, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY RESULTING FROM OR IN CONNECTION WITH THIS AGREEMENT.

FURTHER, NOTWITHSTANDING ANY DAMAGES THAT YOU MIGHT INCUR FOR ANY REASON WHATSOEVER, THE ENTIRE LIABILITY OF BRAEBON UNDER ANY PROVISION OF THIS AGREEMENT AND YOUR EXCLUSIVE REMEDY HEREUNDER SHALL BE LIMITED TO, AND IN NO EVENT WILL BRAEBON'S TOTAL CUMULATIVE LIABILITY EXCEED, THE FEES PAID BY YOU TO

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BRAEBON FOR THE PRODUCT. ADDITIONALLY, IN NO EVENT SHALL BRAEBON'S LICENSORS OR SUPPLIERS BE LIABLE FOR ANY DAMAGES OF ANY KIND.

13.00 YOUR REPRESENTATIONS AND WARRANTIES; INDEMNIFICATION:

13.01 YOUR Representations and Warranties; Indemnification. YOU hereby represent and warrant to Braebon that: (a) YOU have read and understand the terms and conditions of this Agreement in their entirety; (b) the Users have read and understand the terms and conditions of this Agreement in their entirety; (c) YOU are not subject to any obligation or disability (contractual or otherwise) that may prevent or interfere with YOUR full performance of this Agreement. YOU shall indemnify, release and hold harmless Braebon and its agents, employees, affiliates, successors and assigns from and against any and all liability, losses, damages or expenses (including reasonable lawyers' fees) incurred by reason of any breach or claim of breach of the foregoing representations and warranties.

14.0 AUTHORITY AND LIABILITY OF USERS:

14.1 Authority and Liability of Users. YOU AGREE THAT ALL USERS SHALL BE CONSIDERED THE AUTHORIZED AGENTS OF YOU. ACCORDINGLY, YOU ARE RESPONSIBLE FOR HAVING EACH AND EVERY USER READ AND ADHERE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. YOU SHALL BE JOINTLY-AND-SEVERALLY LIABLE FOR ANY BREACH OR CLAIM OF BREACH OF THIS AGREEMENT CAUSED BY A USER.

15.0 MISCELLANEOUS:

15.1 Authority of Braebon's Agent. No agent, employee or representative of Braebon has any authority to bind Braebon to any affirmation, representation or warranty concerning the rights and licenses granted under this Agreement. Unless an affirmation, representation or warranty made by an agent, employee or representative of Braebon is expressly stated in

this Agreement, such affirmation, representation or warranty is not a part of the basis of this transaction and shall not in any way be enforceable.

15.2 Notices. All notices pertaining to this Agreement shall be made in writing and delivered via Certified Mail, Return Receipt Requested to the party concerned. Braebon's address is provided in Section 15.10 below.

15.3 Assignment. YOU cannot assign or delegate YOUR rights and obligations under this Agreement to another party without the prior written consent of Braebon. Braebon may, at its own discretion, assign and delegate its rights and obligations under this Agreement to another party.

15.4 Relationship. YOU and Braebon do not intend to create any type of agency relationship, joint venture or partnership by this Agreement. Further, this Agreement is not for the benefit of any third party and shall not be deemed to give any rights or remedies to any such party whether referred to herein or not.

15.5 Waiver. No waiver, release, modification or amendment of any provision of this Agreement shall be valid unless in writing and signed by YOU and Braebon. The waiver or breach of any provision of this Agreement shall not waive any subsequent breach or default. Braebon's or YOUR delay or failure to exercise a right or remedy available hereunder shall not constitute a waiver of such right or remedy.

15.6 Severability. If any term, provision, covenant, or condition of this Agreement is held invalid or unenforceable for any reason, then the remaining provisions of this Agreement shall not be affected.

15.7 Survival of Provisions after Termination. Any provisions of this Agreement that require performance after termination of this Agreement to carry out their intent and purpose shall survive the termination of this Agreement.

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15.8 Headings. Headings are inserted for reference and convenience only and in no way define, limit or describe the scope of this Agreement or any intent of any provision.

15.9 Governing Law. This Agreement shall be interpreted and enforced in accordance with the laws of the Province of Ontario, regardless of the place of its execution or performance and regardless of any conflicts of law analysis, and any such dispute, controversy or claim shall be brought in the courts of appropriate jurisdiction located within Ottawa, Ontario, Canada. The prevailing party of any such dispute, controversy or claim shall be entitled to reasonable costs and lawyer fees.

15.10 Entire Agreement & Amendment. This Agreement constitutes the entire agreement between YOU and Braebon with respect to the subject matter of this Agreement, and it supersedes any prior or contemporaneous agreements or understandings (including, without limitation, customs and course of dealing) with respect to the matters referred to herein.

Should you have any questions regarding this Agreement, please contact Braebon at: SUITE 1, 100 SCHNEIDER ROAD, KANATA, ONTARIO, CANADA, K2K 1Y2.