

## CUSTOMER AGREEMENT

Made and effective as of this 17th day of September 2019 (the "Effective Date")

BETWEEN:

**HealthIM Incorporated**  
(hereinafter referred to as "**HealthIM**")

- and -

**STRATHROY-CARADOC POLICE SERVICE**  
(hereinafter referred to as "**Customer**")

### WHEREAS:

- A. HealthIM is engaged in the business of providing police services with a secure mental health reporting system to standardize communication between officers and health practitioners, and assist decision making in the field, by means of software that integrates with existing police hardware and incorporates the interRAI Brief Mental Health Screener (BMHS), a tool to help them to identify persons in the community with mental health problems and to assist them in communicating their observations to appropriate health care professionals;
- B. Customer wishes to use such Services;

**NOW THEREFORE IN CONSIDERATION** of the mutual promises and covenants herein contained, the adequacy of which is hereby acknowledged by each of HealthIM and Customer, Customer and HealthIM agree as follows:

### 1. Definitions

- 1.1. "**Client Software**" means the proprietary HealthIM software which is installed by Customer on computers networked on Customer's internal systems (including mobile computing devices installed in Customer's vehicles) in order to capture and transmit the Data.
- 1.2. "**Data**" means the data that is input by Customer and its employees in the BMHS form displayed on such software.
- 1.3. "**Institution**" means the applicable health institution or agency to which Customer requests the Data be transmitted through the Services.
- 1.4. "**Services**" has the meaning set forth in Section 2 below.
- 1.5. "**Servers**" means the HealthIM servers, to which data collected by the Client Software is transmitted for processing by HealthIM and retransmission to an Institution, and on which the Server Software resides.
- 1.6. "**Server Software**" means the proprietary HealthIM software hosted on the Servers which allows HealthIM to process, store and retransmit the Data.

### 2. The Services

- 2.1. HealthIM will provide Customer, through the Client Software and Server Software, with the ability to input Data, transmit the Data to the Institutions requested by Customer, and access information that is available on the BMHS tool to assist decision making in the field (the "Services"). The Services are provided subject to the terms and conditions of this Agreement.
- 2.2. HealthIM will provide Customer with certain information to allow Customer to use the Services, such as one or more user IDs and passwords and/or the ability to create user IDs and/or passwords (the "Access Information"). HealthIM will store the Access Information in encrypted form or protected by other reasonable security measures. The Access Information is provided

on the understanding that it is personal to Customer; Customer will not permit anyone other than Customer or its authorized representatives and employees to obtain access to the Services using the Access Information. HealthIM is not responsible or liable in any way for any use of the Services (authorized or unauthorized) by any party accessing the Services using Customer's Access Information, and Customer accepts all responsibility for such use of the Services and any consequences resulting from such use of the Services.

- 2.3. HealthIM reserves the right to change, suspend or discontinue the Services, including the availability of any feature or content or account access following a ninety (90) day notice period. HealthIM may also impose limits on the Services and/or terminate or restrict Customer's access to parts or all of the Services without liability. Customer acknowledges that such notice may not be feasible during unusual circumstances (such as in the case of a police or criminal investigation).

### 3. Data Collection

- 3.1. Customer acknowledges and agrees that an integral part of the Services, and the sole purpose of the Client Software, is the collection of Data input by Customer and its employees. Such Data is then transmitted to, and processed by, the Server Software, and transmitted by the Server Software to the Institutions. While the Data is within the control of HealthIM, HealthIM will use reasonable security measures to protect such Data and its confidentiality, and adhere to all applicable privacy laws respecting the storage and usage of such Data. Nothing herein transfers any ownership of such Data to HealthIM; however, Customer grants HealthIM a license to use such Data solely to provide Customer with the Services and to comply with any mandatory legal requirements.
- 3.2. **As such Data contains personal information of third parties, including the individuals identified by Customer through the Client Software, Customer is solely responsible for obtaining all relevant permissions to enable Customer to grant the license set forth in Section 3.1, and to enable HealthIM to collect, process and transmit such Data through the Client Software and the Server Software, and specifically to provide such Data to the applicable Institution. HealthIM will have no liability whatsoever respecting any claim by Customer, its employees, or any third party whose personal information and data are collected in Customer's use of the Services, whether related to privacy or otherwise, in relation to HealthIM's use of such information to provide the Services, and Customer agrees to indemnify, defend and hold HealthIM harmless against any such claims.**
- 3.3. Customer acknowledges that the Data and any information obtained by Customer or Institutions through the Services is not under the control of HealthIM, and HealthIM is not responsible or in any way liable for the content of such Data or information, including without limitation its accuracy, reliability, effectiveness, standards compliance, copyright compliance, legality, decency, or any other aspect of their content. HealthIM does not assess Data for its quality, usefulness or otherwise. Under no circumstance will HealthIM be liable for any loss or damage caused by Customer's or any Institution's reliance on information obtained through the Services or Data transmitted through the Services. It is solely Customer's responsibility to evaluate the accuracy, completeness or usefulness of any content and data available through the Services.
- 3.4. Customer acknowledges that it is solely Customer's responsibility to obtain the consent of Institutions to ensure that such Institutions are prepared to receive Data through the Services, and to ensure that the instructions to HealthIM to transmit Data to any specific Institution are correct. HealthIM shall have no liability whatsoever in relation claims, losses or damages arising from faulty or incorrect instructions as to the identity of the Institution, incomplete Data, or otherwise relating to the content or intended destination of the Data.
- 3.5. Customer acknowledges and agrees that HealthIM cannot guarantee Data integrity or integrity of information obtainable through the Services, and that it is solely Customer's responsibility to back up any of Customer's information and Data that Customer obtains, inputs or uses in conjunction with the Services.

- 3.6. Customer acknowledges that to receive and provide information from other law enforcement and authorized related agencies utilizing Services, it is necessary to receive and relay information to other duly authorized staff members of law enforcement and authorized related agencies of data collected during use of the Services. All transmission from or to other law enforcement or related agencies must occur as governed by the current service agreement and by all applicable privacy and related legislation.
- 3.7. Customer acknowledges and agrees that HealthIM will exercise no control over Customer's use of the Services, and that Customer is solely responsible for complying with the provisions of this Agreement and all applicable laws respecting Customer's use of the Services, including, without limitation, installation of the Client Software on Customer computers, and all privacy laws applicable to Customer's employees and individuals encountered by Customer's employees in the course of using the Services. HealthIM reserves the right to revoke service for any abusive conduct or fraudulent use of the Services and to cease the Services, temporarily or permanently, in the event that Customer's use of the Services or the provision of the Services constitutes, following consultation between HealthIM and Customer, a threat to HealthIM's or any third party's computer systems, networks, files, materials or other data.
- 3.8. Customer agrees that HealthIM may combine the Data with other information into an aggregate form, so that the Data no longer personally identifies any individual. HealthIM may then use such aggregate information to improve its products (including the Client Software and the Server Software), perform research, and analyze trends and patterns in the Data. HealthIM will also disclose the aggregate information to interRAI, for the purposes of further development of the BHMS and research. Additionally, HealthIM may use the Data, in anonymized form, to create benchmarking statistics and to compare usage between its customers.

#### **4. The Server Software, Client Software and Servers**

- 4.1. HealthIM hereby grants Customer a personal, non-exclusive, revocable, non-transferable license to use the Client Software solely on Customer's computers, and solely for the purposes of using the Services. Any Client Software or Server Software upgrades, updates or versions shall be provided in HealthIM's sole discretion, and are subject to the terms and conditions of this Agreement. Customer does not have the right to obtain or use any source code for the Server Software or Client Software.
- 4.2. Installation of the Client Software on Customer's computers is solely Customer's responsibility. HealthIM shall provide Customer with an instance of the Client Software, which Customer shall be entitled to copy solely to install on the computers on which Customer wishes to install such Client Software. Customer represents and warrants that it will only install the Client Software on computers to which it has the full right to install the Client Software, and will defend, indemnify and hold HealthIM harmless from and against any claim related to Customer's installation of the Client Software, and the collection and transmission of Data from the computers on which such Client Software is installed. Customer will promptly remove the Client Software from any computer upon becoming aware that it does not have the right to install the Client Software on such computer.
- 4.3. Except as expressly specified herein, Customer shall not:
  - (a) copy, reproduce, modify, enhance, improve, alter, reverse engineer, disassemble, deconstruct, translate, decrypt, reverse compile or convert into human readable form the Server Software, Client Software or any part thereof;
  - (b) use the Server Software or Client Software in any way inconsistent with the use parameters for the Services;
  - (c) attempt to: (i) hack the Server Software, Client Software or any communication initiated by the Client Software or Server Software, or (ii) defeat or overcome any encryption and/or other technical protection methods implemented by HealthIM with respect to the Client Software, Server Software and/or data transmitted, processed or stored by HealthIM;
  - (d) use any type of bot, spider, virus, clock, timer, counter, worm, software lock, drop dead device, packet-sniffer, Trojan-horse routing, trap door, time bomb or any other codes or instructions that

are designed to be used to provide a means of surreptitious or unauthorized access to the Services or any computer system or that are designed to monitor, distort, delete, damage or disassemble the Client Software, Server Software or its ability to communicate and perform the Services; or

- (e) authorize, permit or otherwise acquiesce in any other party engaging in any of the activities set forth in (a) – (d) above, or attempting to do so.
- 4.4. Customer hereby represents and warrants that: (i) Customer is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; (ii) Customer is not listed on any U.S. Government list of prohibited or restricted parties; and (iii) Customer has all rights necessary to use the Server Software and Client Software to obtain the Services as described herein.
- 4.5. By using the Services, Customer acknowledges that the data transmitted by the Client Software to the Server Software may become, during the period that they are hosted on the Servers, subject to the terms of third party agreements respecting the hosting of data on such Servers. Customer acknowledges that it is solely responsible for backing up and retaining copies of any data collected, transmitted, analyzed and processed using the Services. The foregoing shall not be deemed to release HealthIM from any liability based on its negligence or misconduct.
- 4.6. The Servers utilized by HealthIM are located within the Canadian territory and jurisdiction, and are provided by a Canadian company. HealthIM reserves the right to change service providers for the Servers in its sole discretion; however, HealthIM will provide Customer with ninety (90) days’ written notice prior to utilizing a different service provider for the Servers, or changing the location of the Servers to a non-Canadian jurisdiction. In the event that HealthIM provides such notice, Customer shall be entitled, within such ninety (90) day period, to terminate this Agreement without penalty, and otherwise in accordance with the terms herein.

## **5. Customer’s Use of the Services**

### **5.1. Customer agrees that:**

- (a) Customer will not permit anyone other than an authorized representative of Customer’s organization to obtain access to the Services using Customer’s Access Information, and will only use the Services in accordance with this Agreement and applicable law;
- (b) Customer will ensure that any registration or account information that is provided to HealthIM pursuant to this Agreement (including corporate and payment information) is true, accurate, current and complete;
- (c) Customer will be solely responsible for all activities with respect to the Services undertaken by Customer;
- (d) Customer will not use the Services to provide commercial services to, or for the benefit of, any third party;
- (e) Customer represents and warrants that Customer has the right and the authority to enter into this Agreement, to use the Services, and to transmit the data contemplated hereunder to HealthIM;
- (f) Customer will ensure that Customer’s use of the Services does not interfere with, degrade, or adversely affect any software, system, network or data used by HealthIM and other users of services offered by HealthIM (including by ensuring that Customer does not upload any viruses or other harmful code in using the Services or by placing an undue burden upon the CPUs, servers or other resources used to provide the Services);
- (g) Customer will not in any way use the Services to commit or attempt to commit a crime or facilitate the commission of any crime or other illegal or tortious acts, including any infringement of intellectual property rights, any fraudulent activities, any deceptive impersonation, or any activities that violate any third party’s privacy rights;
- (h) Customer will not interfere with or in any manner compromise any of HealthIM’s security measures; and
- (i) Customer will cooperate with HealthIM and provide information requested by HealthIM to assist HealthIM and/or relevant authorities in investigating or determining whether there has been a breach of this Agreement or applicable law.

Without limiting the foregoing, Customer agrees not to violate any applicable laws, the rights of others, or the operational and security mechanisms of the Services.

- 5.2. The Services will be subject to the usage policies as provided to Customer by HealthIM from time to time, including in electronic form by posting on HealthIM's website. Such policies may include equipment and/or software requirements. Customer is solely responsible for compliance with such policies.
- 5.3. Customer is solely responsible for the selection, implementation, installation, maintenance and performance of any and all equipment, software and services used in conjunction with using the Services (except for HealthIM's computer systems and networks), including without limitation Customer's internal network infrastructure.
- 5.4. Customer specifically acknowledges that the Client Software, Server Software and the Services are not developed, or licensed for use in any inherently dangerous, time-sensitive or mission critical applications. Customer agrees that HealthIM shall not be liable for any claims or damages arising from such use if Customer uses the Client Software, Server Software or Services for such applications. Customer agrees to hold HealthIM harmless from any claims for losses, costs, damages, or liability arising out of or in connection with the use of the Client Software, Server Software or Services for such applications.

## **6. Feedback**

- 6.1. Customer agrees to promptly and accurately report to HealthIM any actual or apparent errors, problems, nonconformities or other difficulties in Services, along with any other information reasonably requested by HealthIM to aid in resolving such errors, problems, nonconformities or other difficulties, and hereby consents to the collection, processing, transmission and disclosure of such information by HealthIM for the purposes of HealthIM's internal use to improve the Services or other HealthIM products or services.
- 6.2. Customer agrees that any suggestions, bug reports or other communications respecting the functionality of the Client Software, Server Software or Services that Customer transmits to HealthIM by any means (each, a "Submission"), is considered non-confidential and may be disseminated or used by HealthIM or any third party without compensation or liability to Customer for any purpose whatsoever.

## **7. Support and Training, Updates and Upgrades**

- 7.1. HealthIM will provide basic user support to the Customer, being email and phone support during normal business hours (9am to 5pm EST). Education materials regarding the use and implementation of the Services will be also be provided by HealthIM. In cases of emergency, technical support related to Client Software outages or Server failures is provided on a 24/7 basis.
- 7.2. Initial training for use of the Client Software will be provided as part of the system implementation and installation. This training will be of a "train the trainer" nature and will be conducted with staff who will subsequently train Customer's front-line Client Software users.
- 7.3. Additional support, maintenance and/or training respecting the Services will be provided subject to a separate written agreement between Customer and HealthIM and may be subject to additional fees. Future ongoing training is not included in this agreement and will be subject to additional fees.
- 7.4. Free updates to the Client Software will be provided when a new version is available (such versions as determined by HealthIM in its sole discretion), provided Customer has a valid license and is authorized to obtain such updates by HealthIM. HealthIM is responsible for maintaining the Servers used by the Services.

- 7.5. From time to time, HealthIM may release optional modules and plug-ins to the Client Software. This license does not imply any rights to obtain such optional modules and plug-ins if they pertain to unpurchased and unimplemented functionality. Such optional modules and plug-ins may be subject to additional fees. If Customer purchases or obtains such optional modules and plug-ins from HealthIM, such optional modules and plug-ins shall be subject to the terms and conditions of this Agreement or such agreement, if any, which accompanies such optional modules and plug-ins.

## **8. Publicity**

- 8.1. HealthIM reserves the right to publicize Customer's use of the Services by identifying Customer to third parties as being a customer of HealthIM, by using Customer's logo on the specific HealthIM page that lists HealthIM's customers.
- 8.2. HealthIM may, on a case by case basis and with consent from Customer, highlight features of the Services that have resulted in the provision of exceptional Customer services and share such story with other customers, including through HealthIM's website.

## **9. Fees and Taxes**

- 9.1. Customer agrees to pay all applicable fees in connection with the Services, as set forth in Schedule A hereto. All fees for the first annual term are due prior to commencement of the implementation process.
- 9.2. Except as otherwise specified in Schedule A: (i) fees are quoted and payable in Canadian dollars, (ii) fees are based on Services purchased and not actual usage, (iii) payment obligations are non-cancellable and fees paid are non-refundable. Notwithstanding the foregoing, where Customer prepays the full annual fees at the beginning of any annual period of the term, Customer shall be entitled to obtain a refund of any prepaid, unused fees for the Services in the event of any termination of this Agreement other than HealthIM's termination of this Agreement as a result of Customer's material breach; provided that if Customer terminates this Agreement within the first six (6) months of any annual period of the term, such refund shall be for any prepaid, unused fees for the Services less the amounts payable for such unused portion of the first six (6) months, as HealthIM is obligated to remit a certain license amount to InterRAI in relation to customer usage and regardless of any customer cancellation. Fees are based on the initial term as specified in Schedule A, and HealthIM reserves the right to modify such fees, upon sixty (60) days' notice, for any renewal term; in the event that Customer does not agree with such fees, Customer shall be entitled to terminate this Agreement in accordance with Section 15 herein.
- 9.3. In addition to any other rights and remedies available to HealthIM, HealthIM shall be entitled to charge interest on all outstanding amounts at the lesser of 1.5% per month or the maximum rate permitted by law, such interest commencing as of the due date for such payment. Customer shall also be responsible for paying for all reasonable fees and costs incurred by HealthIM, including legal fees, in collecting any overdue amounts or enforcing any provision of this Agreement.
- 9.4. Customer is responsible for, and shall pay all taxes relating to this Agreement, excluding any taxes based on the net income of HealthIM. Unless otherwise indicated, all amounts payable by Customer under this Agreement are exclusive of any tax, duty, levy, or similar government charge that may be assessed by any jurisdiction, whether based on gross revenue, the delivery, possession or use of the Services, Client Software or Server Software, the execution of this Agreement or otherwise. If Customer is required to withhold any taxes from payments owed under this Agreement, the amount of payment due shall automatically be increased to offset such tax, so that the amount actually remitted to HealthIM shall equal the amount invoiced or otherwise due.

## **10. Privacy and Confidentiality**

- 10.1. Customer's personal information will be handled in accordance with HealthIM's Privacy Policy. To view HealthIM's Privacy Policy, please visit the following link: <https://healthim.com/privacy-policy.pdf>. Notwithstanding the foregoing, HealthIM reserves the right at all times to disclose any information as it deems necessary to satisfy any applicable law, regulation, legal process or governmental authority, and to the extent permitted by such applicable law, regulation, legal process or governmental authority, HealthIM shall provide reasonable advance notice to Customer of such disclosure requirement.
- 10.2. Additionally, by submitting personal information to HealthIM pursuant to this Agreement, Customer consents to the collection, processing, transmission and disclosure of such information by HealthIM for the purposes of HealthIM's provision of the Services and HealthIM's internal use, and specifically the purposes for which such information has been provided, such as billing requirements.
- 10.3. Customer represents and warrants that Customer: (a) has obtained all relevant and informed consents to the inclusion of any personal information of its employees or any third parties that may be provided to HealthIM by Customer in connection with the Services (including in the Data), and (b) has the full right to include such personal information. Customer hereby agrees to defend, indemnify and hold HealthIM harmless from and against any claims relating to such provision and inclusion of personal information in the Services.
- 10.4. Without limiting the foregoing, HealthIM agrees that it will use commercially reasonable security measures to safeguard the privacy and confidentiality of any Data while it is on the Servers or otherwise within the care and control of HealthIM, including by utilizing encryption and other technical measures.

## **11. Intellectual Property Rights**

- 11.1. Customer is responsible for complying with all applicable intellectual property laws in Customer's use of the Services, and agrees to indemnify, defend and hold HealthIM harmless from any and all claims that arise as a result of Customer's non-compliance with intellectual property laws and/or Customer's infringement of any intellectual property rights, except to the extent that any such infringement allegation relates to the method by which HealthIM provides the Services, or to the Client Software or Server Software in the unmodified form provided by HealthIM.
- 11.2. Customer acknowledges that the Client Software and Server Software are owned by HealthIM, who retains all right, title and interest therein, and is protected by Canadian, U.S. and international copyright laws. In addition, other intellectual property laws (including patent laws) and treaties may protect the Client Software, Server Software and Services. It is therefore Customer's responsibility to fully comply with such laws in using and handling the Services, Client Software and Server Software. Nothing herein shall be construed as constituting a sale of the Client Software, Server Software or any portion thereof to Customer.
- 11.3. Customer does not acquire any intellectual property or other proprietary rights under this Agreement, including without limitation any right, title or interest in and to patents, copyrights, trade-marks, industrial designs, confidential information, or trade secrets, whether registered or unregistered, relating to the Client Software, Server Software, the Services, or any part thereof. Customer's only rights to the Client Software, Server Software, the Services and any part thereof shall be those rights expressly licensed or granted to Customer under this Agreement. Any rights not expressly granted under this Agreement are reserved.

## **12. Disclaimer of Warranties**

- 12.1. THE SERVICES, CLIENT SOFTWARE AND SERVER SOFTWARE ARE PROVIDED TO CUSTOMER "AS IS" WITHOUT WARRANTY OR CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE,

TITLE, NON-INFRINGEMENT, SECURITY OR ACCURACY. HEALTHIM ASSUMES NO RESPONSIBILITY FOR ANY ERRORS, OMISSIONS OR INACCURACIES WHATSOEVER IN THE INFORMATION PROVIDED THROUGH THE SERVICES, CLIENT SOFTWARE OR SERVER SOFTWARE. UNDER NO CIRCUMSTANCES WILL HEALTHIM BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY CUSTOMER'S RELIANCE ON INFORMATION OBTAINED THROUGH USE OF THE SERVICES OR THE CLIENT SOFTWARE AND SERVER SOFTWARE. IT IS CUSTOMER'S RESPONSIBILITY TO EVALUATE THE ACCURACY, COMPLETENESS AND USEFULNESS OF ANY INFORMATION PROVIDED, AND USE OF THE SERVICES, CLIENT SOFTWARE AND SERVER SOFTWARE IS SOLELY AT CUSTOMER'S OWN RISK. HealthIM has no special relationship with or fiduciary duty to Customer, and Customer acknowledges that HealthIM has no control over, and no duty to take any action regarding any acts or omissions taken by Customer, including without limitation, how Customer may interpret or use data and materials obtained through the Services, or what actions Customer may take as a result of having been exposed to information obtained through the Services. As the Services includes information provided by interRAI, the foregoing disclaimer of warranty shall also be deemed to cover all such information and to release interRAI from liability therefor. Some jurisdictions do not allow the exclusion of certain warranties; the above limitations or exclusions will not apply to Customer only to the extent prohibited by law.

### **13. Limitation of Liability**

- 13.1. The only type of damages that can be recovered against HealthIM arising from or related to this Agreement including without limitation in relation to the provision of the Services, shall be Customer's direct damages, if any, arising from HealthIM's gross negligence, wilful misconduct or breach of this Agreement. In no event shall the aggregate liability of HealthIM exceed the amount paid by Customer for the portion of the Services that gave rise to the claim. HEALTHIM SHALL HAVE NO LIABILITY WHATSOEVER TO CUSTOMER OR ANY PARTY CLAIMING BY OR THROUGH CUSTOMER FOR THE ACCURACY, TIMELINESS OR CONTINUED AVAILABILITY OF THE SERVICES.
- 13.2. EXCEPT FOR THE LIMITED DIRECT DAMAGES SPECIFIED ABOVE, TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL HEALTHIM BE LIABLE FOR ANY DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL OR PUNITIVE DAMAGES, FAILURES TO TRANSMIT OR RECEIVE ANY DATA, PROBLEMS, LOSS OR DAMAGE ASSOCIATED WITH ANY USE OF THE CLIENT SOFTWARE, SERVER SOFTWARE OR SERVICES, OR OTHER PECUNIARY LOSS ARISING OUT OF OR RELATED TO THIS AGREEMENT) WHETHER OR NOT SUCH DAMAGES WERE FORESEEN OR UNFORESEEN INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE THE CLIENT SOFTWARE, SERVER SOFTWARE OR SERVICES, EVEN IF HEALTHIM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CUSTOMER.

### **14. Indemnification**

- 14.1. Customer agrees to indemnify, defend and hold harmless HealthIM, its parents, subsidiaries, affiliates, officers and employees, including costs and attorneys' fees, from any claim or demand made by any third party due to or arising out of: (a) Customer's or Institutions' access to or use of any Data obtained by Customer through the Services, Client Software or Server Software, (b) Customer's use or misuse of the Services and/or Client Software or Server Software, (c) any breach of this Agreement by Customer, or (d) Customer's violation of the rights of HealthIM or any third party, or of any applicable laws.
- 14.2. HealthIM agrees to defend and indemnify Customer against any third party claims, and any resulting judgments finally awarded by a court of competent jurisdiction, direct damages, costs (including reasonable lawyers fees and disbursements), and settlements agreed to by HealthIM, where such third party claims that use of the Client Software or Server Software in accordance with this Agreement, or the method by which HealthIM provides the Services, infringes or

misappropriates any patents, copyrights, trademarks, trade names or trade secrets. Notwithstanding the foregoing, HealthIM shall have no indemnity obligation in relation to any matter for which Customer is obligated to indemnify HealthIM under this Agreement, or for any claim to the extent based on Customer's: (a) use of other than the latest release of the Services, Client Software or Server Software, (b) use or combination of the Services, Client Software or Server Software with software, hardware, or other materials not provided or otherwise specifically authorized by HealthIM, (c) unauthorized modification of the Services, Client Software or Server Software, or (d) breach of any of the terms and conditions of this Agreement.

- 14.3. Each Party's indemnity obligations hereunder are contingent upon: (a) the indemnifying Party promptly being notified in writing of such claim, (b) the indemnifying Party having the sole control of the defense and/or settlement thereof, (c) the indemnified Party furnishing to the indemnifying Party on request any information in the indemnified Party's possession or control for such defense, (d) the indemnified Party not admitting any such claim and/or making any payments with respect to such claim without the prior written consent of the indemnifying Party, and (e) the indemnified Party, at the indemnifying Party's expense, cooperating with, and providing such assistance to the indemnifying Party in the defense of such claims as reasonably requested by the indemnifying Party.

## **15. Termination**

- 15.1. The term of this Agreement shall be as set forth in Schedule A, and shall automatically renew thereafter on an annual basis upon the same terms and conditions as set forth herein unless either Party provides notice of its intention not to renew this Agreement at least ninety (90) days prior to the renewal date, subject to the ability of Customer to terminate as set forth in this Section 15 and pursuant to Section 9.2.
- 15.2. Either Party may terminate this Agreement for any reason upon six (6) months written notice to the other Party. Additionally, HealthIM may terminate this Agreement and/or immediately cease to provide the Services without any liability whatsoever if HealthIM is prevented from providing any portion or all of any Services due to the acts or omissions of Customer or any third party, or by any law, regulation, requirement or ruling issued in any form whatsoever by judicial or other governmental body. Nothing herein shall be construed to require HealthIM to seek a waiver of any law, rule, regulation, or restriction, or seek judicial review or appeal of any court order. Upon any termination of this Agreement for any reason (whether by Customer or by HealthIM), Customer must cease all use of the Services and Client Software and Server Software.
- 15.3. Without limiting other remedies, HealthIM may limit Customer's activity, issue a warning, temporarily suspend, indefinitely suspend or terminate Customer's account and refuse to provide Services to Customer if: (a) Customer breaches this Agreement or the documents it incorporates by reference; (b) HealthIM is unable to verify or authenticate any information Customer provides; or (c) HealthIM believes that Customer's actions may cause financial loss or legal liability for Customer, other users or HealthIM.
- 15.4. HealthIM reserves the right to investigate suspected violations of this Agreement. Customer hereby authorizes HealthIM to cooperate with (1) law enforcement authorities in the investigation of suspected criminal violations and (2) system administrators at Internet service providers, networks or computing facilities, and other content providers in order to enforce the terms and conditions of this Agreement.
- 15.5. The above-described actions are not HealthIM's exclusive remedies and HealthIM may take any other legal, equitable or technical action it deems appropriate in the circumstances. HealthIM will not have any liability to Customer or any third party in relation to the termination of this Agreement for any reason whatsoever.
- 15.6. Termination of this Agreement for any reason shall not affect Customer's payment obligation for any fees accruing hereunder or payments owing prior to the date of termination. Any provision of this Agreement which expressly states that it is to continue in effect after termination or

expiration of this Agreement, or which by its nature would survive the termination or expiration of this Agreement, shall do so.

- 15.7. Upon termination of this Agreement for any reason, HealthIM will delete all Data from its systems, including the Client Software and the Server Software; provided however that HealthIM shall not have any obligation to delete any Data that has been processed in accordance with Section 3.7 herein and that has been anonymized to remove all personal information from such Data.

## 16. GENERAL

- 16.1. Independent Contractors: Each Party shall perform its obligations hereunder as an independent contractor, and nothing contained in this Agreement shall be construed to create or imply a joint venture, partnership, principal-agent, or employment relationship between the parties.
- 16.2. Notices: Any notices, reports or other communications required or permitted to be given under this Agreement shall be in writing and shall be sufficient if delivered by hand or sent by registered mail, courier or facsimile addressed to Customer or HealthIM at their respective addresses as set forth below or as otherwise advised in writing.
- 16.3. No Waiver: No waiver by either Party of a breach or omission by the other party under this Agreement shall be binding on the waiving Party unless it is expressly made in writing and signed by the waiving Party. Any waiver by a Party of a particular breach or omission by the other Party shall not affect or impair the rights of the waiving party in respect of any subsequent breach or omission of the same or different kind.
- 16.4. Assignment, Subcontracting and Succession: Except as expressly permitted herein, neither Party shall assign or subcontract or purport to assign or subcontract any of its rights or obligations under this Agreement without first obtaining the other Party's prior written consent, which shall not be unreasonably withheld, conditioned or delayed. This Agreement shall be binding upon the parties hereto and their respective lawful successors and permitted assigns.
- 16.5. Severability: If any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, any such provision shall be severable from this Agreement, in which event this Agreement shall be construed as if such provision had never been contained herein.
- 16.6. Governing Law: This Agreement shall be governed by and construed under the laws of the Province of Ontario. Each Party hereto irrevocably waives any objection on the grounds of venue, forum non-conveniens or any similar grounds and irrevocably consents to service of process by mail or in any other manner permitted by applicable law and consents to the jurisdiction of the courts located in the Province of Ontario. The Parties further hereby waive any right to a trial by jury with respect to any lawsuit or judicial proceeding arising or relating to this Agreement. In construing, interpreting and enforcing this Agreement, choice of law principles shall not apply.
- 16.7. Entire Agreement/Modification: This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the subject matter hereof. This Agreement may not be altered, amended, or modified except by a written instrument signed by the duly authorized representatives of both Parties.
- 16.8. Counterparts: This Agreement may be executed in counterparts, or facsimile counterparts, each of which when executed by either of the Parties shall be deemed to be an original and such counterparts shall together constitute one and the same Agreement.

The parties executed this Agreement on the date(s) set out below after having the opportunity to discuss this Agreement with their legal advisors. Each party represents and warrants that its respective signatory is duly authorized to execute this Agreement on its behalf.

**HealthIM**

Address:

108 Ahrens Street West Unit 3  
Kitchener, Ontario, Canada  
N2H 4C3

Phone:

(519) 835 - 8200

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

**Customer:** Strathroy-Caradoc Police Service

Address:

299 Frances Street  
Strathroy, ON  
N7G 4G9

Phone: 519-245-1250

Signature: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

## SCHEDULE A

The license will commence on the date when the acknowledgement is signed. Thereafter, this Agreement shall automatically renew on the term commencement date below and with the same terms as set forth herein for two (2) renewal periods of one (1) year each unless this Agreement is terminated in accordance with Section 15 of the Agreement. After three (3) years, the terms of this Agreement will be reviewed, and if the parties are unable to agree upon new terms for this Agreement, this Agreement shall terminate.

### **Term Commencement**

- For the purposes of annual billing, the term of this three-year license agreement shall commence on: 23 March 2020

### **Fees**

- Full annual license: \$21,770 (+HST)

All payments should be made out to HealthIM Incorporated. HealthIM must receive payment within thirty (30) days of the due date. Interest will be incurred after that as set out in Section 9.3 of this agreement.