

CANADIAN CPOE TOOLKIT ACCESS AND USE AGREEMENT

This Canadian CPOE Toolkit Access and Use Agreement (the "Agreement") is entered into between North York General Hospital ("NYGH") and each subscriber institution that wishes to access order sets and other content (collectively, the "Provider Content") hosted on the Canadian CPOE Toolkit (the "Toolkit"), and/or contribute its own content to the Toolkit. Each such institution that is authorized by NYGH to access the Canadian CPOE Toolkit is referred to herein as an "Institution", with contributing Institutions also referred to as "Providers" in relation to Content contributed by such entity to the Canadian CPOE Toolkit.

The Canadian CPOE Toolkit is hosted on an NYGH-operated website and associated infrastructure components such as third party software utilized to operate the hosting platform (collectively, the "Hosting Platform") which contains and provides access to order sets and other content that have been submitted to the Canadian CPOE Toolkit for sharing between the Providers and the participating Institutions. For the purposes of Sections 3-5 below, the term "Provider Content" includes the Hosting Platform.

1. LICENSES AND OWNERSHIP

1.1 LICENSE FOR PROVIDER CONTENT

Each Provider hereby grants to each Institution, provided that Institution is a Canadian public not-for-profit healthcare institution and has agreed to the terms of this Agreement, a non-exclusive, royalty free, non-transferable, non-sublicenseable license to use the Provider Content in Canada for its non-commercial internal purposes. The Provider Content is intended for use as a starting point to help each Institution accelerate the development of its own CPOE project and associated electronic order sets. Such license shall be limited to non-production, non-clinical purposes until and unless Institution's properly trained clinical practitioners have reviewed, confirmed, and if necessary adapted, the Provider Content for use by Provider on its internal systems and in support of its operation as a public healthcare provider. Institution may not permit the use of the Provider Content, or any derivative work, for the benefit of any third party, except that any Feedback and Enhancements (as defined below) may be shared with another Institutions licensed under this Agreement. Under no circumstances may an Institution share or further distribute any Provider Content, or any derivative work, to any commercial entity or make such content available to any other third party including but not limited to uploading any copies to any network or facility used to share or distribute order sets between users or otherwise (except for the Canadian CPOE Library covered by this Agreement) and regardless of whether or not Institution is provided with any commercial or other benefit from such sharing or distribution.

1.2 OWNERSHIP OF PROVIDER CONTENT

As between the Parties, Provider shall be deemed to be the sole and exclusive owner of all Provider Content, and in each case any and all components thereof and all intellectual property rights therein. Institution's rights to use any Provider Content, if any, are limited to and are as expressly set forth in this Agreement. Except as expressly set forth in this Agreement, Institution has no rights with respect to the Provider Content or any component thereof. No property, ownership or real right or interest in any Provider Content, or any component thereof, is granted, assigned, conveyed, transferred or sold to Institution by virtue of this Agreement or otherwise. Without limitation, Institution may not, directly or indirectly, alter, destroy or remove any copyright, trade secret, patent, trademark or other proprietary or legal markings or notices placed upon or contained within any Provider Content.

1.3 FEEDBACK AND ENHANCEMENTS

Each Institution hereby grants to each applicable Provider: (a) an irrevocable, perpetual, royalty-free, fully paid up, non-exclusive, assignable and sub-licensable worldwide license, to use any feedback and/or updates provided by Institution and/or its Authorized Users to Provider Content posted on the Toolkit ("Feedback and Enhancements") for inclusion in the Provider Content or for sharing with other Institutions licensed under this Agreement; for the sake of clarity, the license being granted by Institution to Provider in relation to the Feedback and Enhancements shall include, without limitation, the right to use, reproduce, copy, adapt, modify,

create derivative or other original works in relation thereto, convert, publish, disseminate, translate, index, summarize, distribute or otherwise make available to the public any such Feedback and Enhancements, in any form, media, or technology now known or hereafter developed. Provider is free to ignore any submitted Feedback and Enhancements.

2. NYGH RIGHTS AND INSTITUTION OBLIGATIONS IN CONNECTION WITH THE OPERATION OF THE CANADIAN CPOE TOOLKIT AND THE HOSTING PLATFORM

Each Institution hereby grants NYGH a non-exclusive license to host and/or make available to the Institutions any Provider Content, including Feedback and Enhancements, submitted to the Canadian CPOE Toolkit or otherwise provided to NYGH for such purpose.

NYGH shall have the right to disclose any information about Institution, including registration data, in order to comply with any applicable laws and/or requests under legal process, to operate the Hosting Platform, to protect NYGH's property or rights, or otherwise pursuant to NYGH's Privacy Policy.

NYGH currently plans to support, maintain and operate the Canadian CPOE Toolkit using commercially reasonable efforts through the end of March 31, 2014. Should NYGH decide or be required to terminate the Canadian CPOE Toolkit and/or Hosting Platform prior to such date, NYGH shall endeavor to provide reasonable notice. NYGH will not be required to provide any Provider with any assistance in migrating any Provider Content but shall use commercially reasonable efforts to make such Provider Content available to any successor operator of the Canadian CPOE Toolkit. NYGH shall have no liability in the event of any termination of the Canadian CPOE Toolkit and/or Hosting Platform.

NYGH does not provide Institutions with any technical support in respect of the operation of the Canadian CPOE Toolkit and/or Hosting Platform.

Institution understands and agrees that from time to time, the Canadian CPOE Toolkit and/or Hosting Platform may be inaccessible, unavailable or inoperable for any reason, including: (i) equipment malfunctions; (ii) periodic maintenance procedures or repairs which NYGH may undertake from time to time; or (iii) causes beyond the reasonable control of NYGH or which are not reasonably foreseeable by NYGH. While NYGH will attempt to provide the Canadian CPOE Toolkit and/or Hosting Platform on a continuous basis, Institution acknowledges and agrees that NYGH cannot ensure or guarantee the availability of the Canadian CPOE Toolkit and/or Hosting Platform on a continuous or uninterrupted basis. In addition, NYGH's performance under this Agreement (including, but not limited to, the quality of the Provider Content) is conditioned and dependent upon, and subject to the performance and services quality of various third parties, including other Institutions who will post or include Provider Content into the Canadian CPOE Toolkit, and NYGH shall be relieved and excused of any deficiency to perform hereunder (including, but not limited to, any data-related quality issues). NYGH reserves the right to perform maintenance on the Canadian CPOE Toolkit and/or Hosting Platform whenever necessary.

Institution must provide all required registration information, including a list of Authorized Users, in order to create an account to obtain online access to and use the Canadian CPOE Toolkit. Institution represents and warrants to NYGH that Institution shall: (i) provide current, true, accurate and complete information as required for registration of Institution's account; and (ii) maintain and promptly update any registration information required of Institution. Upon completing the registration process, Institution will be provided with a password and account designation for each Authorized User. Each Authorized User who accesses the Canadian CPOE Toolkit shall have his or her own account and in no event shall an account be used by multiple individuals. Institution and its Authorized Users agree not to access any Canadian CPOE Toolkit content by any means other than through the account, password and/or Hosting Platform provided by NYGH and as set out in this Agreement. Institution and its Authorized Users are solely responsible for maintaining the confidentiality of their password and the account, and fully responsible for all activities that occur under such password or account including, without limitation, in relation to any content incorporated into the Canadian CPOE Toolkit using the Institution's password or account or that of any Authorized User. Institution and its Authorized Users shall not disclose password or account information to any third party without the prior written consent of NYGH. If any

unauthorized use of Institution's account or password (including that of an Authorized User) occurs, Institution must notify NYGH immediately so that NYGH may take appropriate measures.

Institution hereby confirms and warrants that it is accessing the Hosting Platform for business, professional or educational purposes only and not in the capacity of a consumer.

When accessing and using the Canadian CPOE Toolkit, Institution and its Authorized Users shall abide by the Code of Conduct set out below (the "Code of Conduct"), the terms and conditions of this Agreement, and any other rules which may be published from time to time by NYGH. Without limiting the generality of the foregoing, Institution and its Authorized Users shall abide by the Code of Conduct when submitting Provider Content as well as Feedback and Enhancements for inclusion in the Canadian CPOE Toolkit and/or Hosting Platform. NYGH may, but is not obligated to, monitor or review activity on the Canadian CPOE Toolkit and/or the Hosting Platform. NYGH reserves the right, in its sole discretion, to terminate the privilege of any Institution to contribute to the Canadian CPOE Toolkit if such Institution or any of its Authorized Users violates this Agreement, including the Code of Conduct.

CODE OF CONDUCT:

By submitting Provider Content to the Toolkit, including any Feedback and Enhancements to existing Provider Content on the Toolkit, Institution agrees, acknowledges, represents and warrants that such content contains no personal information and that it is non-confidential. Institution shall not disclose personally-identifying information or health-related personal information on the Canadian CPOE Toolkit or the Hosting Platform.

As a condition of Institution's continued access to and use of the Canadian CPOE Toolkit and/or the Hosting Platform, Institution hereby agrees to abide by all applicable federal, provincial, state, territorial and other laws and regulations. In addition, without limiting the generality of the foregoing, Institution agrees not to:

- (a) upload, post, e-mail, link or otherwise transmit any Provider Content that:
 - (i) constitutes unsolicited or unauthorized advertising, promotional materials, "junk mail", "spam", "chain letters", "pyramid schemes", or any other form of solicitation;
 - (ii) infringes any patent, trade-mark, trade secret, copyright or other proprietary or privacy rights of any party;
 - (iii) is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another's privacy, hateful, racially, ethnically or otherwise objectionable;
 - (iv) contains any form of destructive software such as a virus, worm, Trojan horse, time bomb, cancelbot, or any other harmful components or any other computer file, program or code, designed to interrupt, destroy or limit the functionality of any computer software, hardware or telecommunications equipment;
- (b) use the Canadian CPOE Toolkit and/or the Hosting Platform otherwise than for the purpose of and in accordance with this Agreement;
- (c) disassemble, decompile, or reverse engineer the Hosting Platform, or any portion thereof;
- (d) harvest or otherwise collect or store any information (including personal information) about other Institutions and corresponding Authorized Users from/to the Canadian CPOE Toolkit or the Hosting Platform, including e-mail addresses, without the express consent of such Institutions;
- (e) mislead others by creating a false identity of the sender or the origin of a message/content, or otherwise;
- (f) impersonate any person or entity, including, but not limited to, an NYGH employee or other Authorized User, or falsely state or otherwise misrepresent Institution's affiliation with a person or entity;
- (g) attempt to gain unauthorized access to the Canadian CPOE Toolkit or the Hosting Platform, through password mining or any other means;

- (h) interfere with or disrupt networks or servers connected to the Canadian CPOE Toolkit or the Hosting Platform;
- (i) use, download or otherwise copy, or provide to any person or entity any user directory or other user or usage information or any portion thereof other than in the context of Institution's use of the Canadian CPOE Toolkit or the Hosting Platform; and/or
- (j) facilitate or encourage any of the above conduct.

3. INDEMNITY

Use of the Canadian CPOE Toolkit including any Provider Content and the Hosting Platform are solely at the risk of the Institution utilizing such Provider Content and/or Hosting Platform.

Each Institution agrees to fully indemnify, defend and hold harmless any Provider, their successors and assigns, and its and their officers, shareholders, directors, parents, employees, agents and representatives, from and against any and all actions, claims, losses, damages (whether direct, indirect or otherwise), judgments, reasonable legal fees (including outside attorneys' fees) and disbursements and any other liabilities and expenses ("Claims") that they may incur in consequence of: (i) any use by Institution or its Authorized Users of the Provider Content; or (ii) any claim made by a patient of the Institution or of its clinical practitioners arising out of or related to the use by Institution or its Authorized Users of the Provider Content.

Each Institution agrees to fully indemnify, defend and hold harmless NYGH, its successors and assigns, and its and their officers, shareholders, directors, parents, employees, agents and representatives, from and against any and all actions, claims, losses, damages (whether direct, indirect or otherwise), judgments, reasonable legal fees (including outside attorneys' fees) and disbursements and any other liabilities and expenses ("Claims") that they may incur in consequence of: (i) breach by Institution or any of its Authorized Users of any of the obligations under this Agreement; (ii) any use by Institution including its Authorized Users of the Provider Content; (iii) any claim made against Canada Health Infoway Inc. in respect of any Provider Content as used by Institution; (iv) any claim made by a patient of the Institution or of its clinical practitioners arising out of or related to the use by Institution or its Authorized Users of the Provider Content; or (v) any use of the Hosting Platform by Institution and/or its Authorized Users.

4. NO WARRANTIES

4.1 GENERAL DISCLAIMER. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PROVIDER CONTENT, FEEDBACK AND ENHANCEMENTS AND ALL OTHER MATERIALS, PRODUCTS OR SERVICES MADE AVAILABLE, PERFORMED, LICENSED OR PROVIDED TO INSTITUTION BY PROVIDER HEREUNDER, AND ANY AND ALL INTELLECTUAL PROPERTY RIGHTS THEREUNDER ARE FURNISHED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND, WHETHER WRITTEN, ORAL, EXPRESS, IMPLIED, LEGAL, STATUTORY, CONTRACTUAL, EXTRA-CONTRACTUAL, DELICTUAL, OR IN TORT, WHETHER ARISING BY LAW, STATUTE, USAGE OF TRADE, CUSTOM, COURSE OF DEALING OR PERFORMANCE, OR THE PARTIES' CONDUCT OR COMMUNICATIONS WITH ONE ANOTHER, OR WHETHER ARISING AS RESULT OF THE NATURE OF THIS AGREEMENT OR IN CONFORMITY WITH USAGE, EQUITY OR LAW, OR OTHERWISE, INCLUDING ANY AND ALL WARRANTIES, REPRESENTATIONS, OBLIGATIONS, RIGHTS OR CONDITIONS OF TITLE, OWNERSHIP (INCLUDING BUT NOT LIMITED TO THE WARRANTY THAT THE RELEVANT PROPERTY IS FREE OF ANY OTHER RIGHTS OR CHARGES), NON-INFRINGEMENT, SATISFACTORY QUALITY, CURRENCY, ACCURACY, COMPLETENESS, APPROPRIATENESS, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, FITNESS FOR A GENERAL PURPOSE, WORKMANSHIP, HIDDEN DEFECTS, PEACEFUL ENJOYMENT, SECURITY, DELIVERY, GOOD STATE OF REPAIR, SERVICE QUALITY, WARRANTY AND DUTY TO INFORM, DUTY TO ACT IN THE BEST INTEREST OF THE OTHER PARTY, OR OTHERWISE, EACH OF WHICH ARE HEREBY EXPRESSLY DENIED AND DISCLAIMED. INSTITUTION AND AUTHORIZED USERS SHALL BE SOLELY RESPONSIBLE TO COMPLETE HIS OR HER OWN DUE DILIGENCE TO DETERMINE IF ALL PROVIDER CONTENT, FEEDBACK AND ENHANCEMENTS AND ALL OTHER MATERIALS, PRODUCTS OR

SERVICES MADE AVAILABLE, PERFORMED, LICENSED OR PROVIDED TO INSTITUTION BY HEREUNDER, AND ANY AND ALL INTELLECTUAL PROPERTY RIGHTS THEREUNDER, ARE ADEQUATE OR ACCURATE FOR INSTITUTION'S INTENDED USE.

WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, AND FOR THE SAKE OF CLARITY, SOME OF THE SCENARIOS PRESENTED OR COVERED IN THE PROVIDER CONTENT MAY INCLUDE DESCRIPTIONS OF MEDICAL CONDITIONS AND THEIR TREATMENTS. THE INTENDED USE OF SUCH MATERIALS IS NOT TO PROVIDE MEDICAL ADVICE OR ENDORSE ANY SPECIFIC MEDICAL INVESTIGATION, INTERVENTION OR TREATMENT, BUT RATHER TO PROVIDE EXAMPLES CONSISTENT WITH THE SCENARIOS PRESENTED; SUCH MATERIALS ARE PROVIDED "AS IS", AND WITHOUT WARRANTY, REPRESENTATION, ENDORSEMENT, OR CONDITION OF ANY KIND.

WITHOUT LIMITING THE GENERALITY OF THIS SECTION, PROVIDER DOES NOT WARRANT THAT THE CONTENT FOUND ON THE SITE AND THE SERVICES WILL BE COMPLETE OR ERROR FREE.

4.2 LINKING DISCLAIMER. THE PROVIDER CONTENT MIGHT CONTAIN LINKS TO OTHER SITES ON THE INTERNET THAT ARE OWNED AND OPERATED BY THIRD PARTIES. ANY SUCH LINKS ARE PROVIDED BY PROVIDER WITHOUT WARRANTY, REPRESENTATION, OR CONDITION OF ANY KIND AND INSTITUTION AGREES AND ACKNOWLEDGES THAT PROVIDER CANNOT IN ANY WAY BE HELD LIABLE FOR AN AUTHORIZED USER'S ACCESS TO SUCH LINKED WEBSITE. THE INCLUSION OF LINKS IN PROVIDER CONTENT OR AS PART OF THE CANADIAN CPOE TOOLKIT OR HOSTING PLATFORM DO NOT IMPLY THAT PROVIDER OR NYGH SPONSORS, ENDORSES OR IS AFFILIATED OR ASSOCIATED WITH, OR HAS BEEN LEGALLY AUTHORIZED TO USE ANY TRADEMARK, TRADE NAME, SERVICE MARK, DESIGN, LOGO, SYMBOL OR OTHER COPYRIGHTED MATERIALS DISPLAYED ON OR ACCESSIBLE THROUGH SUCH LINKED WEBSITES OR HAS CONFIRMED THE ACCURACY OF ANY INFORMATION PROVIDED AT SUCH LINKED WEBSITES.

5. LIMITATIONS OF LIABILITY

5.1 LIMITATION. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AND NOTWITHSTANDING ANYTHING CONTRARY IN THIS AGREEMENT, PROVIDER'S TOTAL MAXIMUM AGGREGATE CUMULATIVE LIABILITY (INCLUDING THAT OF ITS AFFILIATES AND REPRESENTATIVES) FOR ALL PAST, PRESENT OR FUTURE CLAIMS, DEMANDS, ACTIONS, CAUSES OF ACTIONS, REQUESTS, LAWSUITS, JUDGMENTS, DAMAGES, COSTS, EXPENSES, PREJUDICES OR LOSSES ("**CLAIMS**") IN RELATION TO OR ARISING UNDER THIS AGREEMENT, ANY PROVIDER CONTENT, OR THE USE OF THE HOSTING PLATFORM OR THE SERVICES PROVIDED (INCLUDING WITHOUT LIMITATION, FOR BREACH OF CONTRACT, STRICT OR STATUTORY LIABILITY, EXTRA-CONTRACTUAL OR DELICTUAL LIABILITY, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL OR EQUITABLE THEORY), SHALL BE LIMITED TO THE LESSER OF: (I) ACTUAL AND DIRECT DAMAGES SUFFERED BY INSTITUTION, IF ANY; OR (II) ONE HUNDRED CANADIAN DOLLARS (CAD \$100).

5.2 NO LIABILITY OF PROVIDER FOR INFRINGEMENT. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SUB-SECTION 5.1 AND FOR GREATER CERTAINTY, INSTITUTION ACKNOWLEDGES AND AGREES THAT PROVIDER MAKES NO REPRESENTATIONS OR WARRANTIES, IN RESPECT OF THE PROVIDER CONTENT OR THAT SUCH PROVIDER CONTENT DOES NOT INFRINGE THE INTELLECTUAL PROPERTY RIGHTS OF ANY THIRD PARTIES. IN PARTICULAR, CERTAIN ORDER SETS MAY CONTAIN THIRD PARTY CONTENT AND MAY REQUIRE THE INSTITUTION OBTAIN A LICENSE FROM THE THIRD PARTY OWNER/LICENSOR OF SUCH CONTENT. SUCH THIRD PARTY CONTENT IS LICENSED DIRECTLY BY INSTITUTION SOLELY FROM THE THIRD PARTY OWNER OR LICENSOR OF SUCH CONTENT. WITHOUT DEROGATING FROM ANY DISCLAIMER, LIMITATION OR EXCEPTION CONTAINED IN THIS AGREEMENT, IN NO EVENT SHALL ANY PARTY BE LIABLE FOR PROVIDER CONTENT CONTRIBUTED TO BY ANOTHER PARTY.

5.3 EXCLUSION OF CONSEQUENTIAL DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS

AGREEMENT, NEITHER PROVIDER NOR REPRESENTATIVES, WILL BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL (INCLUDING WITHOUT LIMITATION, DAMAGES FOR BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION), SPECIAL, PUNITIVE, EXAMPLARY OR INCIDENTAL DAMAGES OR DAMAGES FOR LOSS OF PROFITS OR REVENUES OR DATA ARISING IN RELATION TO OR UNDER THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE.

5.4 RELEASE OF CANADA HEALTH INFOWAY. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, INSTITUTION RELEASES CANADA HEALTH INFOWAY FROM ANY LIABILITY IN RESPECT OF THE PROVIDER CONTENT, AND ANY WARRANTY DISCLAIMER AND/OR LIMITATION ON OR EXCLUSION OF LIABILITY SET OUT IN THIS AGREEMENT SHALL ALSO APPLY FOR THE BENEFIT OF, AND MAY BE ENFORCED OR ASSERTED AGAINST INSTITUTION BY, CANADA HEALTH INFOWAY INC.

5.5 APPLICABILITY. THE LIMITATIONS ON AND EXCLUSIONS OF LIABILITY SET OUT IN THIS AGREEMENT (A) SHALL BE APPLICABLE NOTWITHSTANDING THE BASIS OF ANY CLAIM, WHETHER ARISING IN CONTRACT (INCLUDING FUNDAMENTAL BREACH), TORT (INCLUDING NEGLIGENCE), WARRANTY, STRICT OR ABSOLUTE LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR IF SUCH POSSIBILITY WAS REASONABLY FORESEEABLE; (B) SHALL BE APPLICABLE FOR THE BENEFIT OF BOTH NYGH AND EACH PROVIDER EXCEPT IN RESPECT OF THE INDEMNITIES PROVIDED BY PROVIDERS OTHER THAN NYGH.

6. MISCELLANEOUS

6.1 APPLICABLE LAW. The validity, interpretation and performance of the Agreement and its attached appendices shall be governed by the laws of Ontario and the federal laws of Canada applicable therein, without regards to any conflict of law provisions.

6.2 JURISDICTION AND VENUE. The courts of the province of Ontario or the federal courts of Canada situated therein, as applicable, shall have sole and exclusive jurisdiction over any action, Claim, demand, proceeding or lawsuit whatsoever arising under or in relation to this Agreement or its subject matter. The parties irrevocably agree, consent and submit themselves to the subject matter and personal jurisdiction of the courts of the Province of Ontario and of the federal courts of Canada situated therein for such purposes.

6.3 ENTIRE AGREEMENT. This Agreement and all other documents incorporated herein by reference constitute the Parties' entire agreement concerning the subject matter hereof, and supersede any other prior and contemporaneous communications. Each Institution hereby acknowledges and agrees that each Provider is a third party beneficiary of this Agreement and entitled to enforce its provisions against any Institution.

6.4 COMPLIANCE WITH LAWS. Except as otherwise expressly set forth in this Agreement, each Party agrees, in respect to its respective obligations and activities under this Agreement, to comply with all applicable international and national laws that apply to its operations or activities, including the *U.S. Export Administration Regulations*, the *Export and Import Permits Act* (Canada), and any other related, relevant or applicable export controls or restrictions, in each case of any governmental authority in any relevant jurisdiction.

6.5 FORCE MAJEURE. Apart from the payment of any amounts due, neither party shall be liable for performance delays due to causes beyond its reasonable control, provided that the affected Party promptly notifies the other Party of the delay and uses due diligence to overcome the effects of the force majeure.

6.5 ASSIGNMENT. NYGH may assign its rights and obligations under this Agreement without consent to any successor entity that is assigned the operation of the Canadian CPOE Toolkit and/or Hosting Platform, and in such case shall be relieved of its obligations hereunder on a going forward basis, such assignment operating novation.

6.6 LANGUAGE. It is the express wish of the parties that this Agreement and all related documents be drawn up in English / *C'est la volonté expresse des parties que la présente convention ainsi que les documents qui s'y rattachent soient rédigés en anglais.*

BY CLICKING THE "I AGREE" BUTTON BELOW, OR BY SIMPLY ACCESSING OR OTHERWISE USING THE PROVIDER CONTENT, I CONFIRM THAT I AM AN AUTHORIZED USER OF THE CANADIAN CPOE TOOLKIT AT A NOT-FOR-PROFIT CANADIAN HEALTHCARE INSTITUTION THAT HAS SIGNED THE ABOVE LICENSE AGREEMENT, MY USE WILL BE UNDER SUCH INSTITUTION'S LICENSE AND THAT I WILL ABIDE BY THE TERMS AND CONDITIONS OF THE ABOVE LICENSE AGREEMENT. "AUTHORIZED USER" MEANS AN EMPLOYEE OR CONTRACTOR WHO HAS BEEN AUTHORIZED BY SUCH INSTITUTION TO UTILIZE THE PROVIDER CONTENT UNDER THE INSTITUTION'S LICENSE, FOR THE INSTITUTION'S BENEFIT AND FOR WHOM THE INSTITUTION IS RESPONSIBLE UNDER THIS LICENSE.