

4. CONFIDENTIALITY AND PRIVACY

- 4.1 The Client shall, at all times during the term of this Agreement and thereafter, comply with all applicable laws, rules, regulations, legal requirements, codes of ethics and professional standards applicable to the Client's profession, including, without limitation, those that govern the use, confidentiality, disclosure and storage of the Reports and records relating to the Client's patients.
- 4.2 The Client is solely responsible for obtaining, and ensuring that its employees, suppliers, agents and contractors obtain and maintain any and all necessary consents, authorizations and approvals, including but not limited to those required by all applicable laws, rules, regulations, legal requirements, codes of ethics and professional standards applicable to the Client's profession from any patient, governmental body or authority when (i) using and disclosing information of patients, including those contained in the Reports and (ii) storing electronically or otherwise or having access to, or granting any person (including any employees, suppliers, agents and contractors) access to information of patients, including the Reports.
- 4.3 Alpha will not assume any responsibility or liability for the Client's (or Client's agents, suppliers, agents and contractors) use or misuse of, theft or access to, Patient Information or the Reports transmitted, stored, or received from Alpha, electronically or otherwise.

5. GENERAL DISCLAIMERS

- 5.1 The Client is responsible for taking all precautions necessary or advisable to protect the Client against any claim, damage, loss or hazard that may arise by virtue of the Client's use of the Records. Without limitation, if the Client proposes to download data from or to any third-party application used by the Client to access the Records, the Client shall be responsible to ensure that such application is compatible and is able to process the personal information and data appropriately and securely, in accordance with all applicable laws, rules and regulations.
- 5.2 Under no circumstances shall Alpha, its agents, directors, officers, employees, representatives and suppliers, be responsible or liable to the Client or any other person for any damages or losses (including loss of data or loss of use) whether direct, compensatory, indirect, incidental, special, exemplary, or punitive that results from or relate in any manner whatsoever to privacy and confidentiality of patient information, including those contained in the Reports, arising from the Client's (or its agents, employees, suppliers and contractor's) failure to comply with any requirement or any applicable law. This exclusion will apply regardless of whether Alpha has been advised of the possibility of such damages.

6. INDEMNITY

- 6.1 The Client agrees to indemnify Alpha, its directors, officers, employees, representatives, service personnel and suppliers and hold them harmless from any and all claims and expenses, including legal fees, arising from or relating to, the Client's use or misuse of the Reports, patient information, records or storage media, or from any person's access or use of the Reports, patient information or records regardless of whether such use is authorized by the Client. The Client hereby agrees to release Alpha from any and all claims, demands, debts, obligations, actual or consequential damages, costs, and expenses of any kind or nature whatsoever,

whether known or unknown, suspected or unsuspected, disclosed or undisclosed, that the Client may have against it arising out of or in any way related to such disputes and the use of the Reports.

7. TERMINATION

- 7.1 The Client may terminate this Agreement by providing Alpha with two weeks written notice of termination, provided that the obligations set forth herein shall continue to survive and apply with respect to any and all information provided by Alpha (including the Reports) on or prior to the date of termination of this Agreement.
- 7.2 Alpha may terminate this Agreement or limit, restrict, suspend or terminate the provision of all or any part of the services specified in this Agreement, at any time by providing written notice to the Client in the event of any breach or any violation of any term, condition or provision of this Agreement. In addition, Alpha shall be entitled to pursue any and all legal and equitable remedies against the Client in the event of such breach or violation.

8. GENERAL

- 8.1 This Agreement shall be governed by and construed in accordance to the laws applicable in the Province of Ontario, Canada, without giving effect to the principles of conflicts of law and excluding the body of law applicable to choice of law and excluding the United State Convention for the International Sale of Goods, if applicable. Any claim or court proceeding brought by Alpha in relation with this Agreement may be presented in the Province of Ontario, Canada. The Client agrees that the courts of the Province of Ontario, Canada constitute the appropriate forum for any claim or court proceeding in relation with this Agreement and submits to the exclusive jurisdiction of such courts. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. The Client may not assign the rights under this Agreement without Alpha's prior written consent. If any provision of this Agreement shall be held by a court of competent jurisdiction to be contrary to law, the remaining provisions of this Agreement will remain in full force and effect. This Agreement, contains the entire agreement between the Client and Alpha, and supersedes any other oral or written communications with respect to the subject matter. Sections 2 to 6 and 8 and 9 shall survive the termination of this Agreement.

9. DISPUTE RESOLUTION

- 9.1 Any dispute, controversy or claim in connection with this Agreement, including any question regarding its negotiation, existence, validity, breach or termination, shall be resolved by arbitration in accordance with the provisions of The Arbitration Act, 1991 (Ontario). The arbitral tribunal shall be composed of one arbitrator. The place of arbitration shall be the City of Toronto, Ontario, Canada. The language of arbitration shall be English. Arbitration shall be a condition precedent to any action taken in a court of the Province of Ontario, sitting at Toronto, Canada. The parties waive any right they have to a trial by jury.

I acknowledge that I have read and understood the above. I accept the terms and conditions set out in this Agreement. I understand that by signing below, I create a legally binding Agreement between Alpha and me.

Dated _____ this _____ day of _____, 20__

Signature of authorized officer of the Client

Name (please print)

Organization

Title