

Dear Client,

We've provided the following background information to help with your review of our agreements.

There are two key legal documents that govern the sale of RL Solutions' services:

The Order Form specifies what services are being purchased.

The Terms of Service ("TofS") is our contract governing service delivery for service-only orders. If your order includes the purchase of software licensing or support and maintenance then you should be referring to our Terms of Use License Agreement and not the TofS.

To put the documents in context, here are some items of note:

Our software and services aren't used in the delivery of patient care, nor is it mission critical.

RL Solutions provides commercial off-the-shelf software and doesn't do custom development.

We see price and terms as being linked. We want to make it easy for our clients to purchase from us, so we often provide a discount for accepting our standard terms as is. Most of our clients accept this offer because it makes for a simpler purchase process and a lower price.

We are willing to consider modest edits to our agreement, however it may result in a different price and slow down the purchase process. We don't make inline changes to our TofS because we've noticed that it tends to blur the line between important issues and immaterial or stylistic changes. If you wish to make changes, please propose alternate legal language in the *TofS Addendum* document provided by your sales representative.

The TofS is a boilerplate document designed to handle different situations (e.g. different types of services including one-time services and annual services). The Order Form dictates the details of what applies or doesn't apply in your specific situation. Editing out clauses which don't apply with this purchase is unnecessary and can hamper future purchases.

The Incompatibility with Law provision {10(c)} is intended to eliminate the need for contract edits dealing with unique jurisdictional laws. (This approach avoids RL having to consult with experts in each jurisdiction to validate edit requests.)

We thank you for selecting RL Solutions as your technology partner to support quality improvement in your healthcare organization. Our goal is to be balanced and fair throughout that process of reviewing the purchase agreement and, at any time, if you have questions or items of clarification, please feel free to give us a call.

Sincerely,



Cary Lavine

Chief Financial Officer, RL Solutions

THIS AGREEMENT GOVERNS THE TERMS UNDER WHICH RADICALOGIC TECHNOLOGIES INC. (HEREAFTER, "RL SOLUTIONS") AND/OR THAT OF ITS AFFILIATES AS PROVIDED HEREUNDER, WILL PROVIDE SERVICES TO YOU, THE "CLIENT" IDENTIFIED ON THE ASSOCIATED ORDER FORM FOR SERVICES. IF YOU DO NOT AGREE TO THESE TERMS YOU MAY REJECT THIS AGREEMENT PRIOR TO SERVICES COMMENCING FOR A FULL REFUND.

IF YOU WOULD LIKE A HARD COPY OF THIS AGREEMENT, PLEASE CONTACT US AT (416) 410-8456.

1. DEFINITIONS

- (a) "**Affiliated**" means affiliated in the manner indicated in the Order Form.
- (b) "**Annual Services**" refers to services which are purchased on a renewing basis, minimally on an annual basis, and which have associated Anniversary Date(s) on which the services renew.
- (c) "**Anniversary Date**" is specified (if applicable) on the associated Order Form and refers to the date on which Annual Services renew.
- (d) "**First Term**" commences on the Service Start Date and shall refer to the first period of Annual Services, leading up to the first occurrence of the Anniversary Date. The Initial Term is typically a partial year.
- (e) "**Minimum Term**" shall have the meaning assigned in section 3(b) and shall apply to any First or Additional Term as specified on the associated Order Form.
- (f) "**Order Form**" or "**Order**" refers to the order form or quotation provided by RL Solutions to Client that identifies the Services to be provided and the associated fees and specifies certain parameters for the Services, such as the type and duration of Service.
- (g) "**Services**" refers to the aggregate collection of individual services ordered by Client on the Order Form and any associated Statements of Work. "**Service**" is the singular form.
- (h) "**Service Description**" refers to the individual standardized documents available from the RL Solutions web site that describe the elements of each Service for the Services listed on the Order Form and to the particulars contained in any Statements of Work for non-standard Services.
- (i) "**Service Start Date**" shall refer to the date on which any Service commences, which in the case of Annual Services will be indicated on the Order Form.
- (j) "**Statement of Work**" refers to a document signed by both Client and RL Solutions that sets forth the parameters of any Service to be provided that is not the subject of a standardized Service Description downloadable from the RL Solutions web site.

2. SERVICE COMMITMENT AND DETAILS

- (a) **Service Details.** For an in consideration of the fees paid for each of the Services, RL Solutions will provide the Services. The detailed elements and commitments making up each of the Services are described on the Order Form and more details for standard services is also provided in the applicable statements of work available on the RL Solutions web site at <http://www.rlsolutions.com/terms-of-use/>. In the event that Client does not materially adhere to the guidelines in these documents, RL Solutions reserves the right to either (i) perform the services on a time and materials basis, or (ii) not perform the services, in which case the fee will be adjusted accordingly. Services dates and times which have been agreed to by both parties which are later cancelled or rescheduled at Client's request will result in: (i) Client shall reimburse RL Solutions for expenses incurred prior to the cancellation or rescheduling notice being received, and (ii) if RL Solutions is notified less than twenty (20) business days before the scheduled date, forfeiture by Client of the service hours which RL Solutions is unable to re-book with another client for the same date and time (Client will pay RL Solutions for said hours if they haven't already done so). Any Services listed on the associated Order Form must be used by Client prior to the one year anniversary of the Effective Date. Any Services unused by Client as of that time shall expire. Unused services cannot be transferred to other engagements.
- (b) **Client Responsibilities.** Client shall cooperate with RL Solutions to permit RL Solutions to provide the Services. Such cooperation shall include but not be limited to the provision of reasonable facilities and access to systems and equipment and the assignment of appropriately skilled and trained personnel to interact with RL Solutions representatives, whether through telephone support, in-person service calls or otherwise (as applicable). In the event that Client fails to fulfill its responsibilities, RL Solutions shall be relieved of the obligation to provide services to Client which are made more difficult or expensive by reason of Client's failure to fulfill Client's responsibilities. RL Solutions may, in its sole discretion, offer to continue providing services to Client under such circumstances for an additional charge.

3. EFFECTIVE DATE, TERM OF SERVICE, RENEWAL

- (a) **Effective Date.** The terms and conditions making up this Agreement are adopted by Client on the Effective Date, which shall be the earlier of (i) the date Client signs the Order Form, (ii) the date by which Client provides a purchase order consistent in all respects with the terms set forth herein, or (iii) the date on which RL Solutions commences to provide the Services pursuant to this Agreement.
- (b) **Commencement.** The period of each service to be provided to Client commences on the Service Start Date.

- (c) **Minimum Commitment.** The payment obligations per this section are only applicable if a Minimum Commitment is specified on the Order Form. In the case of Annual Services, the Order Form may provide for a minimum length of time for a service (each a "Minimum Term"). In consideration of the pricing for the term and the training and personnel commitments of RL Solutions, Client agrees to pay for such service for no less than the length of the Minimum Term. If Client cancels its order, fails to pay the specified fees for the duration of the Minimum Term in accordance with this section, or this Agreement is otherwise terminated, Client agrees to immediately pay, as a liquidated damages sum and not as a penalty, all outstanding invoices and 100% of all remaining fees otherwise due for the remainder of the Minimum Term for each service by reason of the investments and commitments of resources required of RL Solutions to provide the services. Client's obligation to pay the remaining fees during the term of the Minimum Commitment shall cease if Client has remained current with payments of all fees prior to cessation, and also prior to cessation RL Solutions was in material uncured breach for more than thirty (30) days after receiving written notice of the breach.
- (d) **Annual Services Renewal.** No less than forty-five days prior to the Anniversary Date corresponding to the end date of the then current term (either a First Term or an Additional Term), RL Solutions shall provide an invoice for the continuation of the Annual Services for another year (an "Additional Term"). At a minimum, RL will offer at least a one year renewal, but may elect to offer longer Additional Terms at different rates, which would also constitute a Minimum Term. Client may then elect to (i) renew the Services for an Additional Term, or (ii) discontinue the Services (only if the Minimum Term period has expired).

4. FEES

- (a) **Amount.** The Fee for each of the Services selected by Client is set forth on the Order Form or the Statement of Work.
- (b) **Out-of-pocket expenses.** Reasonable out-of-pocket expenses incurred by RL Solutions in providing Services shall be reimbursed by Client. Costs are passed directly to Client without mark-up. RL Solutions does not charge for time spent in transit for onsite services.
- (c) **When Due.**
 - (i) Annual Services: fees for the Initial Term are due within 30 days of commencement of the Initial Term. Fees for Renewal Terms are due prior to commencement of each Renewal Term.
 - (ii) Fees for all other Services, including Out-of-pocket expenses, are due within 30 days of the invoice date.
- (d) **Late Payment.** RL Solutions is not obligated to provide services for any period of time for which Client has not made a timely payment. Client's failure to tender any payment on or before the due date for that payment will entitle RL Solutions to cease providing the service related to the unmade payment without any obligation of further notice.

5. TERMINATION

- (a) Client shall have the right to terminate this Agreement (and any Services still being provided), at any time for convenience, provided the Agreement is not then the current subject of a Minimum Commitment and provided that Client has remained current with payments to RL Solutions of applicable fees prior to termination.
- (b) Client shall have the right to terminate the whole of this Agreement (including any then prevailing Schedule or Addendum), if RL Solutions is in an uncured material breach and thirty (30) days have elapsed since Client provided to RL Solutions written notice of that breach, identifying in detail the nature and particulars of the breach, and such breach has not been cured.
- (c) The parties agree that the purpose of the right set forth in 5(b) is to permit Client to escape from an unworkable situation. Thus, if Client chooses not to make use of a right to terminate pursuant to 5(b) within six (6) months of said breach by RL Solutions, the parties agree that Client's right to terminate for that breach shall expire.
- (d) RL Solutions may terminate this agreement in whole or as to any Service or group of Services (i) upon immediate written notice, if Client is in uncured material breach of any obligation for more than thirty days after Client receives written notice of the breach for all Client obligations other than payment, (ii) upon immediate written notice if Client is more than thirty days late in making any payment due hereunder, (iii) upon ninety days or more advance notice if RL Solutions elects to cease offering a Service upon the completion of the then-current Term for a Service in the case of any Service being provided pursuant to a Minimum Commitment, (iv) upon thirty days advance notice if RL Solutions elects to cease offering a Service not subject to a Minimum Commitment, or (v) Client becomes bankrupt or insolvent.

6. WARRANTIES AND LIMITATIONS

(a) **Limited Warranty.** RL Solutions warrants (i) it has the right to enter into this Agreement, (ii) the persons providing the Services are adequately trained to provide the Services, (iii) the Services will be diligently performed in a professional and workmanlike manner, consistent with generally accepted standards in the information services industry. No warranty or assurance is made (x) as to the ability of the Services to satisfy any or all of Client's particular requirements or (y) that any services will be provided free of errors.

(b) **Remedies.** In the event of written notice of a breach of the foregoing Limited Warranties, RL Solutions or its representative will undertake all commercially reasonable efforts to correct the nonconformity, eliminate the breach and, if practical, re-perform the Service element in question at no additional charge to Client. The foregoing represents Client's sole and exclusive remedy for any breach of the Limited Warranties, or any duty or obligation related to the operation or quality of the Services.

(c) **DISCLAIMER.** EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT OR TO THE EXTENT REQUIRED BY APPLICABLE LAW, ALL WARRANTIES, CONDITIONS, REPRESENTATIONS, INDEMNITIES AND GUARANTEES WITH RESPECT TO THE SERVICES, WHETHER EXPRESS OR IMPLIED, ARISING BY LAW, CUSTOM, PRIOR ORAL OR WRITTEN STATEMENTS BY CLIENT, RL SOLUTIONS OR ITS REPRESENTATIVES OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY ASSURANCE OF SATISFACTION) ARE HEREBY DISCLAIMED, OVERRIDDEN, AND EXCLUDED.

7. LIMITATION OF LIABILITY.

RL SOLUTIONS' CHARGES TO CLIENT ARE DETERMINED ON THE BASIS OF THE EXCLUSIONS FROM AND LIMITATIONS OF LIABILITY CONTAINED IN THIS AGREEMENT. CLIENT EXPRESSLY AGREES THAT THESE EXCLUSIONS AND LIMITATIONS ARE REASONABLE BECAUSE OF (AMONG OTHER THINGS) THE POSSIBILITY THAT THE AMOUNT OF DAMAGES AWARDBLE TO CLIENT FOR A BREACH BY RL SOLUTIONS OF THIS AGREEMENT MAY BE DISPROPORTIONATELY GREATER THAN THE PRICE OF RL SOLUTIONS' SOFTWARE AND SERVICES. RL SOLUTIONS IS WILLING TO CONSIDER ARRANGING FOR ADDITIONAL INSURANCE COVERAGE TO ENABLE RL SOLUTIONS TO TAKE ON THE BURDEN OF ADDITIONAL LIABILITY TO CLIENT PROVIDED THAT CLIENT PAYS RL SOLUTIONS A COMMENSURATELY HIGHER PRICE. IF CLIENT WISHES RL SOLUTIONS TO OBTAIN A QUOTATION FOR SUCH ADDITIONAL INSURANCE COVERAGE CLIENT SHALL NOTIFY RL SOLUTIONS ACCORDINGLY PRIOR TO THIS AGREEMENT BEING ENTERED.

SUBJECT TO ANY APPLICABLE LAW WHICH CANNOT BE EXCLUDED, RL SOLUTIONS WILL NOT BE LIABLE TO CLIENT FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LIABILITIES OF ANY KIND OR NATURE FOR LOSS OF DATA, LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF BUSINESS OR OTHER LOSS ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT GOVERNING THE RELATIONSHIP OF, OR LIABILITY BETWEEN, RL SOLUTIONS AND CLIENT, REGARDLESS OF THE FORM OF THE ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY OR OTHERWISE, EVEN IF RL SOLUTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. RL SOLUTIONS SHALL ALSO HAVE NO LIABILITY TO CLIENT FOR ANY CLAIM BY, OR ARISING OUT OF A CLAIM BY ANY THIRD PARTY.

SUBJECT TO THIS AGREEMENT AND ANY APPLICABLE LAW WHICH CANNOT BE EXCLUDED, RL SOLUTIONS' LIABILITY TO CLIENT IN RESPECT OF THIS AGREEMENT OR IN CONNECTION TO THIS AGREEMENT WILL NOT EXCEED THE HIGHER OF (i) THE SPECIFIED MONIES, AND (ii) THE SUM OF TWO HUNDRED AND FIFTY THOUSAND DOLLARS (\$250,000). IN THIS SECTION 7 "SPECIFIED MONIES" MEANS THE TOTAL MONIES PAYABLE BY CLIENT PURSUANT TO THIS AGREEMENT FOR THE TWELVE (12) MONTH PERIOD COMMENCING ON THE DATE ON WHICH THIS AGREEMENT IS ENTERED INTO. THE PARTIES AGREE THAT THIS LIMITATION OF LIABILITY IS A GENUINE PRE-ESTIMATE OF THE LIKELY LOSS CLIENT MAY INCUR IN RESPECT OF A BREACH OR OMISSION BY RL SOLUTIONS.

THE ABOVE LIMITATION OF LIABILITY SHALL NOT APPLY TO INSTANCES OF GROSS NEGLIGENCE OR WILFUL ACTS THAT (i) CAUSE BODILY HARM TO CLIENT'S EMPLOYEES OR AGENTS, OR (ii) DAMAGE TO CLIENT'S TANGIBLE PROPERTY.

ANY TERM, CONDITION OR WARRANTY IMPLIED OR IMPOSED IN THIS AGREEMENT OR BETWEEN CLIENT AND RL SOLUTIONS BY LAW, IS EXCLUDED FROM THIS AGREEMENT UNLESS THE LAW VOIDS OR PROHIBITS PROVISIONS IN A CONTRACT EXCLUDING OR MODIFYING THE APPLICATION OF OR EXERCISE OF, OR LIABILITY UNDER SUCH TERM, CONDITION OR WARRANTY.

8. CONFIDENTIALITY

(a) **RL Solutions Proprietary Information.** RL retains for itself ownership and all rights to all information and data related in any manner to this Agreement and its terms, the Services, RL Solutions' Order Form, proposal and RFP/RFQ response to Client, along with any RL Solutions financial matters, technical, security and accounting data or other proprietary or confidential information provided by RL Solutions to Client (the "RL Solutions Proprietary Information"), and Client, its agents, servants, employees, representatives and independent contractors shall retain in strict confidence, the RL Solutions Proprietary Information and shall not make use of, disclose or allow to be disclosed the RL Solutions Proprietary Information, except in accordance with the terms of this Agreement. In the event Client is called upon to turn over RL Solutions Proprietary Information in response to a request for public records, Client shall immediately notify RL Solutions of the request and work with RL Solutions to exercise all defenses available to protect RL Solutions. Client will ensure that all outside consultants who access or make use of any part of RL Solutions Proprietary Information execute a confidentiality agreement protecting the RL Solutions Proprietary Information and shall inform such outside consultants that all such information is confidential and shall not be disclosed or used except as is necessary to assist Client in making use of the Services.

(b) **Client Proprietary Information.** Client retains for itself ownership and all rights to all information and data related in any manner to financial matters, technical or accounting data or confidential information, patients' or clients' names, addresses or health records or any other information in any manner related to Client's patients or clients, or any programs or documentation in any form or format not part of the RL Solutions Proprietary Information (collectively the "Client Proprietary Information"), and RL Solutions, its agents, servants, employees, representatives and independent contractors shall retain in strict confidence, client Proprietary Information and shall not make use of, disclose or allow to be disclosed client Proprietary Information, except in accordance with the terms of, or in connection with the performance of RL Solutions under, this Agreement. RL Solutions will ensure that all outside consultants who access or make use of any part of client Proprietary Information execute a confidentiality agreement (and, where appropriate a HIPAA Business Associate Agreement) protecting client Proprietary Information and shall inform such outside consultants that all such information is confidential and shall not be disclosed or used except as is necessary to carry on business with RL Solutions in service to Client.

(c) **Precautions.** Both RL Solutions and Client shall take reasonable precautions, at least to the same extent that they each protect their own similar confidential information, to ensure the security and confidentiality of the other party's Proprietary Information or materials related to the performance of their respective obligations under this Agreement both during and after the termination of this Agreement. Neither party will use or disclose Proprietary Information for any purpose without the other party's express written consent, other than (i) as may be reasonably necessary for the performance of its duties pursuant to this Agreement, (ii) as required to satisfy a court order (with reasonable notice to the other party whenever possible) and (iii) to its employees, authorized agents, subcontractors, legal counsel, accountants, banks and other financing sources and their professional advisors on a "need-to-know" basis and under an obligation of confidentiality no less stringent than the provisions contained in this Agreement.

(d) **Exclusions from Confidentiality.** The provisions of this section 8 shall not apply to Proprietary Information of a party: (i) if the other party can prove that it was in its possession or knowledge prior to the execution of this Agreement, (ii) to the extent the disclosure is required by the other party to either defend any action or claim made against it or to compel performance or seek any other remedy relating to the performance of this Agreement, (iii) to the extent that the other party can prove that such Proprietary Information of such party is in the public domain through no act or omission of the other party, or (iv) if the other party has rightfully obtained such Proprietary Information of such party in good faith from third parties without obligations of confidence.

9. COMPLIANCE WITH PRIVACY PROVISIONS

In the event that the Order Form associated with this Agreement is with an organization located in the United States, the Parties agree that their respective rights and obligations with regard to the privacy provisions of the Health Insurance Portability and Accountability Act shall also be governed by the Business Associate Agreement separately executed by the Parties. In the event that the Order Form is with an organization located in Canada, the Parties agree to abide by the terms of the Personal Information Protection and Electronic Documents Act and such other provincial privacy legislation as may be applicable. In the event that Client is located other than in Canada or the United States, RL Solutions shall, at all times, honor and respect the privacy of all patient information to which it is exposed. At no time will RL Solutions transfer or make available to others any patient information.

10. MISCELLANEOUS PROVISIONS.

(a) **Entire Agreement.** This Agreement, the Order Form, the Service Level Agreement (where applicable), and the Service description information for each selected Service, and any other document expressly referred to in the body of this Agreement or Order Form constitutes the entire agreement between the parties and supersedes all prior agreements, understandings and representations as to the subject matter set forth in this Agreement. The terms of this Agreement can only be varied by a written agreement signed by both RL Solutions and Client or an updated version of this Agreement being presented by RL Solutions and accepted by Client. The headings in the Agreement are provided for convenience only and shall not be construed to infer intent or meaning. In

the event of a conflict between the terms of this Agreement and any other document forming part of the Agreement (including, but not limited to, the Order Form and the Service Level Agreement (where applicable)), the provisions of the Order Form shall prevail in the case of the Order Form, but the provisions of this Agreement shall always prevail in the case of any other document, unless the other document makes specific reference to this Agreement and identifies by section or paragraph number the specific elements of this Agreement in respect of which the other document is to take precedence. The parties agree that where a future version of this Agreement is presented to and accepted by Client, that future version shall automatically apply in substitution for this Agreement. No general statement that another document takes precedence shall apply. This Agreement shall always apply to the exclusion of any terms and conditions contained in or referred to in Client's purchase order or any other document submitted by Client. This Agreement also applies to any services or work RL Solutions does for Client without any other written agreement. The parties acknowledge that in entering into this Agreement they have not relied upon any representations other than those reduced to writing in this Agreement. The provisions of this section 10(a) shall not apply to any fraudulent misrepresentation.

(b) **Ownership of Intellectual Property.** No ownership interest in any intellectual property used, created, conceived or refined by RL Solutions in the course of performing the Services is conveyed as a part of the Services, even if Client or one of its employees or agents suggested a feature, approach or element thereof, and even if such persons or entities were involved with the development, improvement or testing thereof. RL Solutions shall, at all times, retain full and exclusive right, license, title and ownership in and to all intellectual property rights associated with the Services, and each of the same shall remain the exclusive property of RL Solutions. Client hereby assigns to RL Solutions any and all ownership rights in any improvements or modifications to the RL Solutions intellectual property, including any derivative works thereof.

(c) **Incompatibility with Law; Severability.** In the event that a law, regulation or ordinance prevents a party from agreeing to one or more terms of this Agreement or in the event that any of the terms of this Agreement become or are declared to be invalid or unenforceable, then this Agreement will be deemed to be amended to reflect the limit of what is permitted by the law, regulation or ordinance.

(d) **Notices.** Any notice provided for or permitted under this Agreement will be treated as having been given (a) when delivered personally or sent by confirmed facsimile transmission, on the next business day after the day on which it is sent, (b) when sent by commercial overnight courier with written verification of receipt, on the next business day after its delivery to the courier during normal business hours, or (c) when mailed postage prepaid by certified or registered mail, return receipt requested, on the fifth business day after its date of posting. Any notices required or permitted to be given shall be in writing and addressed to the other party at the address listed on the Order Form, or such replacement address as may be supplied from time to time.

(e) **Waiver.** The failure by a party to exercise any right hereunder shall not operate as a waiver of such party's right to exercise such right or any other right in the future.

(f) **Dispute Resolution.** In the event of any dispute relating to this Agreement, the parties will endeavor to resolve such dispute by conducting a minimum of two (2) discussions between senior executives of each party having authority to settle such dispute. If such discussions do not result in a resolution of the dispute, such dispute will be referred to mediation before a mediator agreed to by both parties. If the dispute remains unresolved thirty (30) or more days after the first request for mediation by either party, this provision will be deemed satisfied and either party may resort to litigation. In the event that satisfying the requirements of this section 10(f) would cause the expiration of a statute of limitations, the aggrieved party may commence suit provided that the filing party causes an order to be entered staying the action until this section is satisfied.

(g) **Time Limitation on Claims.** Any claim that one party to this Agreement wishes to assert against the other which arises out of this Agreement must be the subject of a demand letter calling for the process in section 10(f) above to commence within one year of the time the party became (or ought reasonably to have become) aware of its right to bring the claim.

(h) **Liability and Costs.** Client indemnifies RL Solutions against any claim, action, damage, loss, liability or cost (including reasonable legal fees on a lawyer/client basis) which RL Solutions may incur arising out of any breach by Client of the Agreement or any negligence or wrongful act or omission by Client. Client must pay RL Solutions all its costs (on a lawyer/client basis) incurred in the recovery of monies owing by Client or in otherwise enforcing RL Solutions' rights against Client under the Agreement.

(i) **Applicable law.** If Client is based in the United States this Agreement will be governed by the laws of the State in which Client is based. Otherwise, this Agreement will be governed by the laws of Ontario, Canada.

(j) **No Agency.** Nothing contained herein will be construed as creating any agency, partnership, joint venture or other form of joint enterprise between the parties.

(k) **Force Majeure.** Neither party shall be liable to the other for any delay or default in performing hereunder if such delay or default is caused by conditions beyond that party's reasonable control, including, but not limited to acts of God, governmental restrictions, wars, insurrection, terrorism, natural disasters and the failure of telecommunications links under the control of others. Both parties shall promptly resume performance once the force majeure event has passed.

(l) **Effect of Termination.** Any provision of any document forming part of this Agreement, that by its nature must survive the termination of the Agreement to have its full effect, shall survive termination.

(m) **Assignment.** Client shall not assign the rights and benefits conferred herein without the express written consent of RL Solutions, except in the event of the

acquisition of all or a majority of the assets of Client by a similar business entity, in which case no written consent shall be required in the event of an assignment to the acquirer. RL Solutions may acting reasonably assign this Agreement as it sees fit. RL Solutions shall be free to sub-contract any of its rights and obligations under this Agreement as it in its discretion sees fit. Subject to the limitations of liability set out in section 7, RL Solutions shall be liable to Client for the acts and omissions of its sub-contractors.

(n) **Instructions.** RL Solutions will assume that Client's employees, directors and officers who give RL Solutions operational and implementation instructions related to the Services are authorized to do so.

(o) **Non-competition.** This Agreement shall not preclude RL Solutions from providing services of a similar nature to any person, entity or enterprise which conducts a business competitive to Client's business.

(p) **Costs.** To the extent this Agreement does not specify, each party must pay its own costs and expenses in performing its obligations under the Agreement.

(q) **Attorney Fees.** If any legal action is necessary to enforce this Agreement or collect any sums due hereunder, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses, on a full indemnity basis, in addition to any other relief to which it may otherwise be entitled.

(r) **Currency.** If Client is based in the United States, all charges are in US Dollars. If Client is based in Canada, all charges are in Canadian Dollars.

(s) **Payments.** Payments will be made in full and Client may not deduct from the price any set off, counterclaim or other sum unless RL Solutions agrees in writing. If Client selects a payment method that causes RL Solutions to incur charges, fees or expenses, Client agrees to the enlargement of the payment or charge (as the case may be) in order to fully offset the expense incurred by RL Solutions.

(t) **Interest and Invoices.** RL Solutions shall be entitled to collect interest at the lesser of the maximum rate permitted by law or 1.5% per month on all undisputed sums past due and owing under this Agreement. Unless otherwise specified herein, all sums are due within 30 days of being invoiced.

(u) **International Conventions & Treaties.** To the extent allowed by law RL Solutions and Client agree that all international conventions and treaties which would apply to this Agreement and which are excludable by the contracting parties are excludable from applying to this Agreement and supplies under the same.

(v) **Taxes.** In addition to all charges specified in this Agreement, Client shall pay or reimburse RL Solutions for all federal, state, local and other taxes, other than those on the income of RL Solutions, including but not limited to sales, use and privilege taxes, or any amount levied in lieu thereof. In the event that Client is tax exempt, Client must supply a copy of the tax-exempt certificate to RL Solutions.

(w) **Access to Books and Records.** To the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, RL Solutions shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to seven (7) years after the rendering of such services. This section is included pursuant to and is governed by the requirements of 42 U.S.C. Section 1395x(v)(1) and the regulations thereto. No attorney-client, accountant-client, or other legal privilege will be deemed to have been waived by Client or RL Solutions by virtue of this Agreement.