

HL7 Canadian Material License Agreement (“Agreement”) For Members of Canada Health Infoway Inc.’s Standard Collaborative

Agreement is entered into between Canada Health Infoway Inc. (“**Infoway**”) and (a) the individual (“**Individual**”) or (b) a legal entity other than an individual (“**Organization**”), who is registered as a Member of Infoway’s Standards Collaborative. The contracting parties meeting the above criteria are individually referred to as “Member”.

Member is entitled to access the HL7 Canadian Material, as defined below upon the terms and conditions specified in this Agreement. Member agrees to be bound by all of the terms and conditions set out in the Agreement, as amended from time to time.

1 DEFINED TERMS

Defined Terms are found in the attached Appendix A (Defined Terms).

2 RIGHT OF USE/ LICENSE

2.1 Infoway grants General Member a non-exclusive, non-transferable license to review the HL7 Canadian Material, in Canada solely for the purposes of personal study, subject to the terms and conditions specified in this Agreement.

2.2 Infoway grants Premium Student Member and Premium Individual Member a non-exclusive, non-transferable license to use HL7 Canadian Material in Canada to develop and sell products and services that implement, but do not directly incorporate, the HL7 Canadian Material in whole or in part, subject to the terms and conditions specified in this Agreement.

2.3 Infoway grants to Premium Corporate Member a non-exclusive, non-transferable license to use HL7 Canadian Material in Canada as follows and, subject to the other terms and conditions specified in this Agreement:

- (a) Reproduce and distribute HL7 Canadian Material on an internal basis solely for use within the legal entity;
- (b) Reproduce and distribute to customers of Premium Corporate Member’s product or service implementing the HL7 Canadian Material only those excerpts of HL7 Canadian Material that are required to support the implementation;
- (c) To create and distribute to customers of the Premium Corporate Member customized implementation guides using only those excerpts of HL7 Canadian Material that are required to provide guidance for implementation;
- (d) Use HL7 Canadian Material in the development of products and services.

2.4 Premium Members (student, individual or corporate, as applicable) will also be granted access to HL7 International Material provided that Premium Members agree to be bound to the terms and conditions outlined in the HL7 International License Agreement and all ancillary agreements and terms and conditions, a copy of the current version being attached in Appendix

B. Premium Members acknowledge that the terms in Appendix B may be updated from time to time by HL7 and that continued access to the HL7 International Material may require accepting to be bound by updated terms and conditions.

2.5 Member is encouraged to advise Infoway of any potential error or change or correction that he/she/it believes should be made to the HL7 Canadian Material. In these circumstances, Member shall provide to Infoway the reasons/ justifications/details supporting the position that the proposed modifications would be beneficial or appropriate to be made to the HL7 Canadian Material. Infoway may contact Member to obtain further information or clarification that will assist it in its review.

2.6 No modifications or deletions may be made to the HL7 Canadian Material without the prior written consent of Infoway except as provided below. Premium Corporate Members may modify the HL7 Canadian Material and use such modified HL7 Canadian Material without the prior written consent of Infoway under the license granted under Sections 2.3 (b) and 2.3 (c) provided that the following conditions are met: i) such modifications can only be made to support the creation of customized implementations guides respecting the HL7 Canadian Material; ii) Infoway and HL7 International must be clearly identified as joint owners of the copyright in the HL7 Canadian Material, in the implementation guides; and iii) such modifications must be clearly identified in the text of the implementation guides.

2.7 Any legends and copyrights notices included in the HL7 Canadian Material shall not be modified or removed by Member in any manner whatsoever. When using one or more excerpts of HL7 Canadian Material in a product, service or implementation guide, the Member must include the legends and copyright notices found in the HL7 Canadian Material.

3 TRANSLATIONS

3.1 Infoway has the exclusive right to create, reproduce, distribute and control the use of Translations in Canada. Members are not permitted to translate any part of the HL7 Canadian Material without the prior written consent of Infoway.

4 SUBLICENSING

4.1 Premium Member (student, individual or corporate, as applicable) shall not transfer or sublicense any HL7 Canadian Material or any of its rights under this Agreement, except to the extent necessary to sell or license products to End Users.

4.2 For clarity purposes, it is understood that General Members have no rights to sublicense.

5 TERM AND TERMINATION

5.1 This Agreement shall continue in effect until terminated in accordance with this clause 5 or as permitted by law.

5.2 This Agreement is automatically terminated once Member is no longer a Member in good standing.

5.3 Infoway may terminate this Agreement with Member if in the opinion of Infoway the Member has committed a breach of any of his/her/its obligations under this Agreement. In the event of a breach, Infoway shall give Member electronic notice and an opportunity to cure. If the breach is not cured within thirty (30) days after such notice, or if the breach is of a nature that cannot be cured, then Infoway may immediately terminate the Agreement without limiting Infoway's right to pursue other legal remedies in respect of such breach. Upon termination of this Agreement under this clause all rights granted to Member under Sections 2 and 4 above shall immediately terminate. Notwithstanding the foregoing, upon termination of this Agreement under this clause, Premium Members' End Users shall be permitted to continue to use those products that contain HL7 Canadian Material, provided that such products were delivered prior to such termination.

5.4 Infoway may also terminate this Agreement, at its sole discretion, upon providing notice via an e-mail to all Members. Any such termination shall take effect not less than thirty (30) days after notice is given to all Members.

5.5 Upon termination of this Agreement, all Members that fully respected the terms and conditions of this Agreement prior to termination shall continue to be entitled to the license rights specified under Sections 2.1, 2.2, 2.3, 2.6, 2.7 and 4.1 as it pertains to the HL7 Canadian Material accessed prior to the termination date. The survival of this license is contingent on Members complying with the conditions specified under Sections 2.6, 2.7, 6.3, 8.3 and 10.2.

6 NEW VERSIONS AND CHANGES TO TERMS OF USE

6.1 Infoway will announce to Members when new, modified or updated HL7 Canadian Material is made available through notifications on Infoway's website where the HL7 Canadian Material is made available as well as via other communications or announcements made in Infoway's electronic newsletters and forums as applicable.

6.2 Infoway may vary the terms and conditions of this Agreement by providing electronic notice to Member. Any such modification shall take effect not less than thirty (30) days after the notice is given, and in no case before the date specified in the notice. Upon the expiry of the above mentioned periods the terms and conditions of the updated terms and conditions of the Agreement will bind the Member.

6.3 Premium Members undertake to correctly state on material associated to any products and services incorporating the HL7 Canadian Standard and to the marketing, promotion and sale of such products and services, the specific version(s) of the HL7 Canadian Material and the HL7 International Material that it incorporates or implements.

7 EXPRESS AUTHORIZATION WITH RESPECT TO DISCLOSURE

7.1 Member expressly authorizes Infoway to disclose any or all of the terms of this Agreement and related information to i) HL7 International; ii) any other person Infoway considers has a 'need to know' this information for purposes related to this Agreement and iii) to any other person or authority that Infoway is obliged by applicable laws to disclose such information to.

8 INTELLECTUAL PROPERTY

8.1 Nothing in this Agreement transfers to Member any rights, title or interest in any intellectual property rights in the HL7 Canadian Material or any part of it, even if such Member has provided input, recommendations, feedback, development work, efforts, etc. Each Member assigns and transfers to Infoway all intellectual property rights in any contributions made by Member to the HL7 Canadian Material (save moral rights), to the full extent permitted by law, and represents and warrants that he/she/it has obtained a waiver of all applicable moral rights. Upon Infoway's written request, Member agrees to promptly deliver any and all documents necessary or useful to confirm such assignment and waiver of intellectual property rights.

8.2. Member has no rights whatsoever to use any of the HL7 International and/or Infoway trademarks, except (i) with the express written consent of the applicable owner, (ii) to the extent necessary to comply with section 6.3 of this Agreement.

8.3 Member agrees that he/she/it shall not, before or after the expiration or termination of this Agreement, take any steps to claim, apply for or register any trade-mark or trade name rights in names or trade-marks associated to the HL7 Canadian Material, including those used for purposes of complying with section 6.3, as well as in confusingly similar words or expressions. Any application or registration made in violation of this provision shall promptly be assigned to Infoway.

9 EXCLUSIONS OF REPRESENTATIONS AND WARRANTIES

9.1 ALL HL7 CANADIAN MATERIAL IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL INFOWAY, HL7 INTERNATIONAL, ITS MEMBERS OR ITS CONTRIBUTORS BE LIABLE FOR ANY CLAIM OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA, FUNCTIONALITY OR PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS OR DELICTUAL ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR SUPPLY OF THE HL7 CANADIAN MATERIAL. Where Infoway or HL7 International is not able to exclude such warranty or condition, Infoway and HL7 International separately limit, to the extent permitted by

statute, law or contract, its liability to solely providing access to the HL7 Canadian Material, to Member using commercially reasonable means.

9.2 Without limiting 9.1, Infoway and HL7 International separately and individually do not represent or warrant that the HL7 Canadian Material (in part or in whole) will satisfy any of Member's requirements. Furthermore Infoway and HL7 International separately and individually do not represent or warrant that the HL7 Canadian Material shall be free from defects or error

9.4 Third Party Rights. Without limiting the generality of any of the other sections of this agreement, INFOWAY AND HL7 INTERNATIONAL ASSUME NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT BE INFRINGED BY ANY USE OR IMPLEMENTATION OF ANY HL7 CANADIAN MATERIAL .INFOWAY AND HL7 INTERNATIONAL TAKE NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS OR THAT SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

9.5 Member will promptly inform Infoway of any breach or noncompliance with this Agreement, or any other Agreement upon which such a breach or noncompliant behavior may affect Infoway's or HL7 International's rights.

10 LIMITATION OF LIABILITY AND INDEMNITY

10.1. HL7 Canadian Material was developed through a standards development governance process that brings together volunteers and/or seeks out the views of persons who have an interest in the topic covered by this material. While Infoway administers the process, establishes rules to promote fairness in the development of consensus, and may engage consultants to facilitate the process and develop the material, it does not independently test, evaluate, or verify the accuracy or completeness of any information or the soundness of any judgments, interpretations, decisions and guidance contained in the HL7 Canadian Material. HL7 Canadian Material was considered technically sound by the consensus of persons engaged in the development and approval of the material at the time it was developed. Consensus does not necessarily mean that there is unanimous agreement among every person participating in the development of the HL7 Material).

10.2 Infoway and HL7 International do not guarantee the performance of any individual manufacturer or seller's products or services by virtue of material or related directly or indirectly to this Agreement. Each Premium Member agrees to indemnify, defend and hold harmless Infoway, HL7 International, any contributors to the HL7 Canadian Material, as well as their directors, officers and agents (the "Indemnified Parties"), from all claims and liability arising out of the use of the HL7 Canadian Material in products, services and implementation material. In the event of a claim against an Indemnified Party, the Premium Member will keep the Indemnified Party informed on a regular basis of developments and the Indemnified Party shall be allowed to retain separate counsel at his/her/its expense.

10.3 In publishing and making the HL7 Canadian Material available, Infoway and HL7 International are not rendering professional or other services for or on behalf of any person or entity, nor are they undertaking to perform any duty owed by any person or entity to someone else. Anyone using HL7 Canadian Material should rely on his/ her/its own independent judgment or, as appropriate, seek the advice of a competent professional in determining the exercise of reasonable care in any given circumstances. Information and other standards on the topic covered by the HL7 Canadian Material may be available from other sources, which the Member should consult.

10.4 In no event shall Infoway or HL7 International be required to maintain, or make any modifications to the HL7 Canadian Material.

10.5 IN ALL CIRCUMSTANCES INFOWAY'S AND HL7 INTERNATIONAL'S LIABILITY WILL BE LIMITED TO THE AMOUNT ACTUALLY RECEIVED FROM MEMBER UNDER THIS AGREEMENT.

11 GENERAL PROVISIONS

11.1 This Agreement contains the entire agreement and understandings between the parties relating to the subject matter of this Agreement and supersedes all previous agreements reached between the parties relating to this Agreement. This Agreement specifies the Member's sole rights with respect to the HL7 Canadian Material.

11.2 If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be omitted and the remaining terms shall remain in full force and effect.

11.3 This Agreement may not be assigned by Member.

11.4 Sections 7-10 inclusively as well as all sections or clauses which by their nature and intent are to survive the termination of this Agreement shall survive the termination of this Agreement.

12 GOVERNING LAW AND JURISDICTION

12.1 This Agreement shall be governed by, and construed in accordance with, the laws of the Province of Ontario and the applicable laws of Canada.

Publication Date: March 2014

Appendix A - Defined Terms

End User is a third party user of a product that contains HL7 Canadian Material.

General Member – an Individual who has registered and has a membership in good standing with Infoway’s Standards Collaborative in the category of general member.

HL7 Canadian Material means the HL7 material developed by Infoway’s Standards Collaborative including, but not limited to translations, trademarks, white papers and implementation guides. For the sake of clarity, HL7 Canadian Material does not include educational material.

HL7 International Material in this Agreement refers to all work products developed and or released by HL7 International.

Individual means a physical person, an individual. It does not include or refer to any other type of person including but not limited to corporations, associations, partnerships, moral persons etc.

Member in this Agreement collectively refers to the individual or legal entity other than an individual who registers as a member of Infoway’s Standards Collaborative.

Organization means a legal entity other than an Individual.

Premium Corporate Member – a legal entity other than an individual that has registered as a premium corporate member and has a membership in good standing with Infoway’s Standards Collaborative.

Premium Individual Member – an individual that has registered as a premium individual member and has a membership in good standing with Infoway’s Standards Collaborative.

Premium Member – refers collectively to Individuals or Organizations who have registered and have memberships in good standing with Infoway’s Standards Collaborative in the category of premium member (student, individual or corporate, as applicable).

Premium Student Member – an individual that has registered as a premium student member and has a membership in good standing with Infoway’s Standards Collaborative.

Translations are work products made by translating the HL7 Canadian Material into another language, without otherwise modifying, constraining or supplementing that content.

APPENDIX B

HL7 INTERNATIONAL LICENSE AGREEMENT REMINDER

REMINDER: As part of registration for membership with Canada Health Infoway's Standards Collaborative, as the Canadian Affiliate of HL7 International, each member acknowledges and agrees to certain contract terms, including the following relating to the use of HL7 intellectual property ("License Terms").

By downloading or ordering any HL7 standard or other Material (as defined below), member agrees to be bound by all licensing and other terms and conditions relating to such Material that are displayed at the time that member downloads such Material, that appear as legends or notices on such Material, or that otherwise accompany such Material at the time of receipt by the member.

"Compliant Product" is a product or service that implements, but does not incorporate, the Material in whole or in part, except to the extent explicitly permitted below.

"End User" is a company, entity or individual that is the ultimate purchaser or licensee from Licensee of a Compliant Product.

"Other Material" collectively and individually means all Material that is not Specified Material.

"Licensee" means the Member (individual or entity) downloading any Material.

"Material" collectively and individually means all work product developed and or released by HL7, including standards in any format (e.g., Word, PDF, HTML, XML, zip, Access database), implementation guides, databases and other electronic or fixed data or information of any kind distributed through any channel (including through any HL7 Affiliate).

"Specified Material" collectively and individually means those items of Material from time to time designated by the Board of Directors as being available for free use. The items of Specified Materials made available to some categories of Members as compared to others, shall be as from time to time designated by the Board of Directors.

The use of all Material is governed by the terms of the current HL7 Policy Governing the Use of HL7 Standards and Other Intellectual Property ("HL7 IP Policy"). Unless otherwise legended, all Material is copyrighted by HL7 and protected by the Copyright Law of the United States and copyright provisions of various international treaties. Unauthorized use of Material is strictly prohibited.

Any use, copying or distribution (either with or without a fee) of Material, or development, copying or distributions of derivative works, whether in fixed or electronic media, not specifically authorized below is strictly prohibited.

The terms applicable to the access to and use of Material are as follows:

A. If you are an Affiliate Member: You have such rights to use and distribute (or provide access to) Material as are from time to time permitted under the Affiliate Agreement with HL7 to which you are a party, subject to the terms of such agreement.

B. If you are any other class of Member:

1. Specified Material License. In consideration of becoming a member of HL7 and paying the appropriate membership fees in full, HL7 hereby grants to Licensee without additional charge, a non-exclusive and worldwide basis, the right to (a) download, copy (for internal purposes only) and share Specified Material with Licensee's employees and consultants for study purposes, and (b) utilize Specified Material for the purpose of developing, making, having made, using, marketing, importing, offering to sell or license, and selling or licensing, and to otherwise distribute, Compliant Products, in all cases subject to the conditions set forth in these License Terms and any relevant patent and other intellectual property rights of third parties (which may include members of HL7).

2. Other Material License. From time to time, HL7 may make items of Other Material available for license to one or more classes of members on such terms, including as to cost, as it may require at such time.

3. Additional rights of Organizational Members:

In addition to the license rights provided above, and in further consideration of becoming a member of HL7 and paying the appropriate membership fees in full, HL7 hereby grants to Licensee without additional charge, on a non-exclusive and worldwide basis, the right to (a) reproduce and distribute excerpts of Specified Material (not entire domains or chapters) to End Users of Compliant Products implementing such Specified Material, provided that the HL7 Access database may not be included, either in whole or in part, in any product intended for direct or indirect commercial resale, and (b) to use excerpts of Specified Material to create customized implementation guides; provided, however, that in each of the foregoing cases, (c) HL7 is clearly identified as publisher and holder of the copyright in the excerpts, and (d) any modifications of the excerpted Specified Material are clearly identified in the text.

4 Sublicensing. Licensee shall not transfer or sublicense any Material or any of its rights under these License Terms, except to the extent necessary to sell or license Compliant Products to End Users.

5. No Warranties. ALL MATERIAL IS PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS AND NONINFRINGEMENT OF THIRD PARTY RIGHTS. IN NO EVENT SHALL HL7, ITS MEMBERS OR ITS CONTRIBUTORS BE LIABLE FOR ANY CLAIM, OR ANY DIRECT, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR

PROFITS, WHETHER IN AN ACTION OF CONTRACT, NEGLIGENCE OR OTHER TORTIOUS ACTION, ARISING OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MATERIAL.

6. Third Party Rights. Without limiting the generality of Section 5 above, HL7 ASSUMES NO RESPONSIBILITY TO COMPILE, CONFIRM, UPDATE OR MAKE PUBLIC ANY THIRD PARTY ASSERTIONS OF PATENT OR OTHER INTELLECTUAL PROPERTY RIGHTS THAT MIGHT BE INFRINGED BY ANY USE OR IMPLEMENTATION OF ANY MATERIAL. IF ANY SUCH RIGHTS ARE DESCRIBED ON SUCH MATERIAL, HL7 TAKES NO POSITION AS TO THE VALIDITY OR INVALIDITY OF SUCH ASSERTIONS, OR THAT ALL SUCH ASSERTIONS THAT HAVE OR MAY BE MADE ARE SO LISTED.

7. Waiver of Actions and Indemnification. To the greatest extent permitted by law, Licensee hereby irrevocably waives any and all rights to bring an action against any of HL7, its staff, Board of Directors, officers, members and agents based upon these License Terms, any Material, and any use that Licensee makes of any Material, including without limitation the use, license or sale of Compliant Products (collectively, "Use"). Licensee hereby agrees to defend and indemnify in full any and all of the foregoing against any and all claims and suits brought by third parties arising from Licensee's Use of Material, and against any and damages and costs, including attorneys fees, related thereto.

8. Termination of License

8.1 On Breach. In the event of a breach of these License Terms by Licensee, HL7 shall give Licensee written notice and an opportunity to cure. If the breach is not cured within thirty (30) days after written notice, or if the breach is of a nature that cannot be cured, then HL7 may immediately or thereafter terminate the License granted under these License Terms without limiting HL7's rights to pursue other legal remedies in respect of such breach.

8.2 On Termination of Membership. The rights granted above are exercisable only while the Licensee remains a Member in good standing of HL7. Upon any expiration or termination of Licensee's Membership, all rights under Sections B.1 and B.2, or, B.1 - 3, as appropriate, above shall terminate.

8.3 Survival. Notwithstanding the foregoing, upon any termination or expiration of this License, the (a) Licensee's End Users shall be permitted to continue to use Compliant Products delivered prior to such termination or expiration, and (b) the terms of Sections B.1, B.4 - 7, and B.9.1 - 3 shall survive.

8.4 Export Regulations. The technical data and technology inherent in the Material may be subject to U.S. export control laws, including the U.S. Export Administration Act and its associated regulations, and may be subject to export or import regulations in other countries. Licensee agrees to comply strictly with all such regulations and acknowledges that it has the responsibility to obtain licenses to export, re-export, or import the Material and Compliant Products.

8.5 Restricted Rights. Use, duplication or disclosure of the Material by the United States government is subject to the restrictions as set forth in the Rights in Technical Data and Computer Software Clauses in DFARS 252.227-7013(c) (1) (ii) and FAR 52.227-19(a) through (d) as applicable.

9. Miscellaneous

9.1 Notices. All notices required under these License Terms shall be in writing, and shall be deemed effective five days from deposit in the mails. Notices and correspondence to (a) HL7 must be sent to its principal office, and (b) to Licensee at its address as it appears on the membership records of HL7.

9.2 Governing Law and Jurisdiction. These License Terms shall be construed and interpreted under the internal laws of the State of Michigan and the federal laws of the United States of America, without giving effect to their principles of conflict of laws. HL7 and Licensee agree to submit to the jurisdiction of the courts within the State of Michigan and that any action to enforce the provisions of these License Terms shall be brought, heard and determined exclusively in such courts.

9.3 Entire Agreement. These License Terms constitute the entire agreement and understanding between HL7 and Licensee regarding the subject matter contained herein. No modification or waiver of these License Terms shall be binding unless it is in writing and signed by both parties. If any provision of these License Terms is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, such provision shall be omitted and the remaining terms shall remain in full force and effect. These License Terms supersedes any and all prior agreements between HL7 and Licensee regarding Licensee's right to use the Material.

Application for or renewal of an individual membership with Canada Health Infoway's Standards Collaborative obliges you to abide by the HL7 [Bylaws](#), HL7 [Governance and Operations Manual](#), and [HL7 IP Policy](#). Application for or renewal of a corporate membership with Canada Health Infoway's Standards Collaborative obliges the organization and its staff to abide by the HL7 [Bylaws](#), HL7 [Governance and Operations Manual](#), and [HL7 IP Policy](#).