

This eHealth Ontario Innovation Lab Website Terms of Use (this "**Agreement**") is a legally binding agreement between you, the individual end user, together with any company or other legal entity that employs you, you are under contract with or that you otherwise act on behalf of (collectively, "**You**" or "**Your**") and eHealth Ontario ("**eHealth**") and applies to Your use of the Services (defined below) or any portion thereof, including any Digital Health Solution or related Materials offered by eHealth or its Associates. By (i) clicking "I Accept" or a similar affirmation as it appears below, (ii) Acknowledging Acceptance of these terms in a message sent from Your Application to one or more eHealth Services; and/or (ii) accessing or using a Digital Health Solution or related Materials, You acknowledge and agree that Your use of the Services will be governed by this Agreement. If at any time You do not agree to the terms of this Agreement or Terms of Use for the Services, You must immediately terminate all use of the Services, including the Community, any Digital Health Solution and related Materials.

Capitalized terms which are not otherwise defined herein are defined in Section 14.15 below.

## **1. Capacity and Related Matters**

1.1. You represent and warrant that: (i) all information You have provided and will provide to eHealth is accurate and complete in all respects; (ii) no authorization or approval from any third party is required in connection with Your execution, delivery or performance of this Agreement, (iv) You have the legal right, power and authority to accept the terms and conditions of this Agreement on Your own behalf and on behalf of any company or other legal entity that employs You or that You act on behalf of; (v) this Agreement constitutes a legal, valid and binding obligation, enforceable against You (including any company that employs You or that You represent) in accordance with its terms; (vi) Your obligations under this Agreement do not violate any Applicable Laws or breach any other agreement to which You are bound; and (vii) You are not a Restricted Person.

## **2. Conditions of Use**

2.1. You are permitted to access and use the Services solely for activities related to the Ontario EHR services provided on the Website (the "Purpose").

2.2. You agree to use the Services in accordance with eHealth Ontario's Acceptable Use Policy. eHealth Ontario may amend the Acceptable Use Policy, from time-to-time and will notify Client of any revision to its policies by posting the revision on the eHealth Ontario website at <http://www.ehealthontario.on.ca/en/about>. You are responsible for reviewing and retaining a copy of any amended Acceptable Use Policy. Your continued use of the Services constitutes acceptance of any amended Acceptable Use Policy. Notwithstanding anything to the contrary in this Agreement, if you do not accept the terms of the amended Acceptable Use Policy, You must stop using the Services immediately.

2.3. You understand and agree that eHealth may require You to submit, and eHealth will collect, certain information, both public and non-public, about You in order to provide the Services, including collection and use of your IP address and collection of information necessary to enroll you into the Services and provide you with an Account and any other credentials required to access the Services. You further understand that eHealth may transfer the information You provide us to its Representatives and Associates as well as any third parties assisting eHealth in the provision, administration and management

of, and in evaluating Your eligibility for, the Services, including access to any particular Digital Health Solution and access to the Community.

2.4. You understand and agree that you are solely responsible for keeping confidential any password, code, token, certificate, userID or other credentials provided to you by eHealth Ontario in order to access or use the Services and that you are responsible for any and all activities that occur using such credentials. You agree to immediately notify eHealth Ontario at Email: [architecture@ehealthontario.on.ca](mailto:architecture@ehealthontario.on.ca). Tel: 416 591 8046, if you suspect or have confirmed that any credentials provided by eHealth Ontario to You have been or may have been disclosed or compromised.

2.5. You are solely responsible for all costs and expenses related to Your use of the Services, including the development of any Applications, as applicable. eHealth will not reimburse You for any costs or expenses.

### **3. Licenses**

3.1. You agree that you have all rights, titles, licenses and any consents required under applicable laws to connect your Application(s) to the Digital Health Solution(s) and otherwise carry out your rights and obligations under this Agreement. In relation to your use of the Services, You will be solely liable for any loss, damage or claims arising due to any infringement of intellectual property rights or proprietary rights of any third party.

3.2. Subject to and conditional upon Your acceptance of and compliance with the terms and conditions of this Agreement, eHealth grants You a personal, nonexclusive, nonsublicensable, nontransferable, revocable, limited license, solely in the Territory and only in relation to the Purpose, during the term of this Agreement, to: (i) use and reproduce the Licensed Components solely for the purpose of developing and testing Applications within the Test Environment using the Test Data, provided that interoperability with the applicable eHealth Service is maintained in accordance with the applicable Documentation; (ii) access and use the Community; and (iii) access and use the Test Harness in accordance with the applicable Documentation to test transactions and message formats for one or more Digital Health Solutions using Test Data.

3.3. You agree that you will only use the Materials for testing and demonstrations. Any permitted reproduction or use of the Licensed Components or other Materials shall include attribution to eHealth, or other person as directed by eHealth, as the source and additionally shall contain all copyright and other proprietary notices or legends found on the original.

3.4. You agree that: (i) eHealth disclaims, and You assume, all liability related to Test Data and the use of the Test Environment, Test Harness or the Portal, including any data submitted by You or any data generated or derived from that data, submitted by You to a Digital Health Solution; (ii) eHealth may, but has no obligation to, maintain such Test Data on its servers, or third party servers, and where applicable reserves the right to modify or delete from its systems all such data on regular intervals without notice; (iii) only simulated Test Data may be submitted or uploaded on or through the Test Harness or Your Application, as applicable (e.g., real account numbers, names, addresses, and other Personal Information may not be used for testing purposes, and may not be submitted or uploaded on or through you Application or through the Test Harness); (iv) load testing your Application or any eHealth Services is not permitted; and (v) eHealth has no obligation to monitor or validate any information submitted or uploaded by You on or through Your Application or through the Portal, including the Community or Test Harness.

3.5. Notwithstanding anything to the contrary in this Agreement or on any Materials, You shall not (and shall have no right to):

- (a) alter or remove any copyright, trademark, trade name or other proprietary notices, legends, symbols or labels appearing on or in the Materials or any reproduction thereof;
- (b) sublicense (or purport to sublicense), distribute or disclose any of the Materials, in whole or in part, to any third party or use the Materials on behalf of any third party;
- (c) distribute or otherwise provide all or any portion of the Materials outside of the Territory or otherwise use or export any Materials in violation of applicable laws;
- (d) engage in any activity, including the development or distribution of any Application, that interferes with, disrupts, damages, or accesses in an unauthorized manner any eHealth Services or any eHealth platforms, servers, or systems, or those of any of its Associates, third parties or any other person;
- (e) decompile, reverse engineer, disassemble, rent, lease, loan, distribute, or, except as expressly set forth in Section 3.2 create derivative works of any Digital Health Solution, any aspect of the Services or from the Materials or any portion thereof;
- (f) use the Materials or any associated data or content, or extract, scrape or otherwise deconstruct any of the Materials or any associated data or content, for the purpose of using individual data elements, combining data elements, compiling, enhancing, verifying, supplementing, or otherwise modifying databases, lists, or directories of any kind, including, but not limited to, location databases, mailing lists, contact lists, marketing lists, geographical directories, or any other compilation or collation of information which is sold, rented, published, distributed or in any manner supplied to a third party;
- (g) attempt to circumvent any security measures or technical limitations;
- (h) use the Services for the purpose of harassing, abusing, stalking, threatening or otherwise violating Applicable Laws or the legal rights (such as the rights of privacy, Intellectual Property Rights or publicity rights) of others.
- (i) use the Materials or any associated data or content in any manner or for any purpose that violates any applicable laws or any right of any person, including but not limited to any Intellectual Property Rights or rights of privacy; or
- (j) otherwise use, disclose or exploit the Materials for any purpose other than as expressly permitted by this Agreement.

3.6 You agree that any materials You provide, create or develop that are in any way related to this Agreement, or the use thereof, do not and will not infringe any intellectual property rights or proprietary rights of any third party.

3.7. You agree that You and Your Application do not, and will not, receive an accreditation, certification or conformance guarantee of any kind as a result of using the Services and that you will not make any statements that Your Application is "accredited", "certified" or otherwise endorsed, or that its performance is guaranteed, by eHealth, its Representatives or any of its third parties or Associates;. You further acknowledge and agree that You and Your Application have no present or future rights to access the provincial electronic health record systems, or any data therein, as a result of using the Services, notwithstanding any returned success or failure response from eHealth Ontario as part of the Services.

3.8. As between eHealth and You, all content, data, graphics, photographs, images, audio, video, software (including source code and object code), products, trademarks and all other components and information (collectively, the "**Content**") accessible by means of the Services are the exclusive property of eHealth and/or its licensors or Associates.

3.9. Except as provided for herein, You are prohibited from modifying, copying, reproducing, publishing, transmitting, distributing, posting, executing or interpreting, transferring, assigning or selling any Content, or creating derivative works therefrom, without the prior written consent of eHealth.

3.10. eHealth has no obligation to provide support, maintenance, updates, upgrades, modifications or new releases of any part of the Services, including Materials, Portal (including Community and Test Harness) or Digital Health Solution (“**Updates**”). If eHealth does elect, in its sole discretion, to provide any Updates, the terms of this Agreement will govern such Updates, unless accompanied by a separate license or agreement, in which case the terms of that license or agreement will govern.

3.11. Access Limited. Access to each Digital Health Solution may be subject to separate approval by eHealth and subject to additional terms and conditions. eHealth may limit access to each Digital Health Solution, in its sole discretion. You may only access the Digital Health Solutions and associated Materials for which You have been given access by eHealth.

#### **4. Compliance with Applicable Laws and Application Requirements**

4.1. You agree to comply, at Your own expense, with all applicable laws as well as foreign, international or other laws, policies, guidelines, standards, regulations, ordinances, rules, orders and judgments applicable to You, Your Representatives, Your employer or business, Your Applications and the Services including the Digital Health Solutions, Community, the Account and the Materials.

4.2. You shall not use the Services, including the Community, Digital Health Solution or any Materials in any manner, or in furtherance of any activity, that may cause eHealth, its licensors or its Associates to be in breach of applicable laws or subject to investigation, prosecution, or legal action in any jurisdiction whatsoever.

4.3. Any Application developed using any of the APIs or other Materials must comply with the following criteria and requirements:

- (a) For Applications that use location-based APIs or that collect, transmit, maintain, process, share, disclose or otherwise use an end user's Personal Information, You and the Application must comply with all applicable laws, including those related to privacy and data collection with respect to any collection, storage, transmission, maintenance, processing or use of the user's location data or Personal Information by the Application.
- (b) Applications may not be designed or marketed, for the purpose of harassing, abusing, stalking, threatening or otherwise violating applicable laws or the legal rights (such as the rights of privacy, Intellectual Property Rights or publicity rights) of others.
- (c) Applications may not use any robot, spider, site search or other retrieval application or device to scrape, retrieve or index services provided by eHealth, its Associates or its licensors, or to collect information, including information about users, for any unauthorized purpose.
- (d) You must either own all content used in Your Application, or have permission from the content owner to use it in Your Application.
- (e) You are exclusively responsible for protecting Your own Applications, software, electrical equipment and other equipment against viruses and to ensure that same are free from any viruses. Applications must not contain any malware, malicious or harmful code, program, or other internal component (e.g., computer viruses, trojan horses, "backdoors") which could damage, destroy, or adversely affect other software, firmware, hardware, data, systems, services, or networks.

eHealth maintains its own protection against viruses on its (and its Representatives and third parties') servers, but shall undertake no liability (including, but without limitation, for direct and indirect damages) for viruses that may affect Your systems and resulting from access to and use of the Services.

## 5. Developer Community

5.1. You acknowledge and agree that You are solely responsible for the content and the material You post or otherwise provide, including their legality, reliability, appropriateness, and trademark and copyright ownership. You grant eHealth and the users of this Community the perpetual, irrevocable, nonexclusive right and license to display, use, copy, modify, publish, distribute, transmit, print, and otherwise exploit any such material without restriction.

5.2. You agree that You will not upload, post or transmit to or distribute through the Community any materials (including text, links, communications, software, images, sounds, data, or other information) that may:

- (a) contain any Confidential Information or Personal Information of eHealth Ontario, Yourself, Your Representatives, Your company or employer, or any other person or entity, including, but not limited to, proprietary information, trade secrets or Personal Information;
- (b) be false, libelous, defamatory, obscene, pornographic, indecent, lewd, harassing, threatening, harmful, invasive of privacy or publicity rights, abusive, inflammatory, illegal or otherwise objectionable or injurious to third parties;
- (c) constitute or encourage conduct that is unlawful or would constitute a criminal offense, give rise to civil liability or otherwise violate any applicable laws;
- (d) violate, misappropriate or infringe any Intellectual Property Rights or other rights of any third party;
- (e) constitute advertising, junk mail, spam, chain letters, or any other form of unauthorized solicitation; or
- (f) otherwise violate this Agreement or applicable laws.

5.3. In order to use the Community, You must register for an Account. You will be asked to select a username, business email address or other ID and password to enable You to access Your Account and the Community. You may provide information about yourself during the Account registration process but you are not required to and You agree not to provide any Personal Information and to limit the information provided to business-related information. You agree not to share your login credentials with any other person. You agree to notify eHealth immediately at 416 591 8046,] of any unauthorized use of Your password or Account or any other breach of security. You must restrict access to Your Account solely to your own use.

5.4. Usage Guidelines. While using the Community, You agree that You:

- (a) will be courteous and respectful of others;
- (b) will keep Your posts relevant to the health technology industry and eHealth's products, services and programs;
- (c) will act responsibly to protect eHealth's, its Associates' and any third party's, Your and Your company's private information and Confidential Information;
- (d) Will not post any Personal Information about Yourself or any third party; and
- (e) acknowledge that information appearing in the Community could be incorrect, incomplete, unclear or misleading.

5.5. Moderator Role. eHealth may select or retain, in its sole discretion, one or more moderators. Such moderators may have rights and privileges to, among other things as determined in eHealth's sole discretion, edit/delete posts and posted materials, post responses or other comments, close threads, and block users from using the Community. eHealth or the moderators may remove any materials or block user access that, in its sole discretion, do not comply with the current applicable Terms of Use, including the terms of this Agreement, or that are otherwise inappropriate for this Community. eHealth is not

responsible and shall have no liability for any removal of materials or blocking of users, or any failure or delay in removing any such materials or blocking such user access. To report any concerns or possible violations of any Terms of Use related to the Community, please write to [architecture@ehealthontario.on.ca](mailto:architecture@ehealthontario.on.ca) or such other support email address or phone number designated on the Community site.

5.6. There may be posts within the Community that contain hyperlinks to content hosted and maintained by third parties. The linked sites are not approved or controlled by eHealth and Your access to any linked site is at Your own risk. eHealth makes no claim or representation regarding, and accepts no responsibility for, sites accessible by hyperlink from the Community.

#### 5.7 Support

Support will be limited to comments and feedback provided through the Community. eHealth Ontario does not review or monitor such comments and has no responsibility whatsoever for the content of such comments or any reliance that You or any third party may place upon such comments.

#### 5.8. Feedback

If you provide any feedback, recommendations for improvements or features of the Services or any other products or services, implementation of that feedback or recommendation is owned by eHealth and may become part of our Services , products and services without compensation to you.

### **6. Privacy and Security**

6.1. Data Collection; Privacy. eHealth, its third parties and its Associates may collect and use technical and related information, including but not limited to information about You, Your Applications, and Your computers, system software, other software and peripherals

6.2 You are solely responsible for the security of data residing on server(s) or other systems owned or operated by You, or a third party designated by You (e.g., a web hosting company, processor, or other service provider). You agree that You will comply with all applicable eHealth security protocols and security advisories in effect during the term of this Agreement. You acknowledge that eHealth shall not be liable for any improperly processed or unauthorized transactions or illegal or fraudulent access to Your Application or Account. eHealth's liability hereunder solely attributable to its negligence is limited pursuant to Section 10 of this Agreement.

6.3. Notwithstanding any other term of this Agreement, You agree that You will not use or disclose any Personal Information of any person in using the Services, including in using the Community or in connecting your Application to the Digital Health Solution.

### **7. Term and Termination**

7.1. Term. This Agreement shall commence on the date You indicate Your acceptance of the terms and conditions hereof and shall remain in full force and effect until terminated as permitted hereunder.

7.2. Termination for Convenience. Either party may terminate Your use of the Services at any time under this Agreement for any reason.

7.3. Termination by eHealth. eHealth may in its sole discretion and at any time terminate this Agreement, terminate and/or suspend the Services and/or delete your Account.

7.4. Effect of Termination. Upon termination of the Agreement for any reason, all rights and licenses granted to You under this Agreement shall be extinguished, and You shall immediately cease using the Services including any Account, Digital Health Solution and Materials and any derivative work thereof and return to eHealth all Confidential Information, if applicable, and all copies, extracts and derivative works of the foregoing, together with any and all documents, notes and other materials regarding such information. Sections 1, 2.3, 3.1.3, 5.1, 5.6, 6, 7.4 and 8-134 shall survive any termination of this Agreement.

## **8. Intellectual Property**

8.1. eHealth, its Associates, its vendors or its licensors, own or license, and shall retain, all right, title and interest in and to the eHealth Services, Community, Digital Health Solutions, Accounts, Materials (including all SDKs and APIs), Documentation, eHealth Trademarks and, in association with the Services, any graphics, photographs, images, audio and video, as well as any derivatives of the foregoing, and all Intellectual Property Rights therein or associated with any of the foregoing (collectively, "**eHealth IP**"). No title to or ownership of any eHealth IP is granted or otherwise transferred to You or any other entity or person under this Agreement.

8.2 You shall not: (a) use eHealth IP except as expressly authorized in this Agreement; (b) take any actions inconsistent with eHealth's ownership of eHealth IP and any associated registrations (including by using, registering or attempting to register any eHealth trademarks or trademarks or domain names that are confusingly similar to any of the eHealth Trademarks), or attack the validity of eHealth Trademarks or its ownership thereof, or any of the terms of this Agreement;

8.3. Use of Trademarks. Nothing in this Agreement grants You any rights to use any eHealth trademarks. If You make reference to any products, services or technology of eHealth or its Associates, You shall strictly comply with all standards and guidelines with respect to eHealth's Trademarks contained herein or which may be furnished or made available to You from time to time. All uses of any eHealth Trademarks shall inure to the benefit of eHealth.

## **9. Confidential Information**

9.1. You agree to hold all Confidential Information in strict confidence, not to disclose, distribute or disseminate the Confidential Information or information derived therefrom in any way to any third party and not to use the Confidential Information for Your own benefit or the benefit of others, or for any purpose except in connection with Your exercise of Your rights and Your performance of Your obligations under this Agreement. You agree to use Your best efforts to protect all Confidential Information and in any event, to take precautions at least as great as those taken to protect Your own information of a similar nature. Upon eHealth's request, You will return or destroy (and certify such destruction to eHealth's reasonable satisfaction) all materials, in any medium, that contain, embody, reflect or reference all or any part of any Confidential Information. You acknowledge that breach of this Section 9.1 may result in irreparable harm to eHealth, for which money damages may be an insufficient remedy, and therefore eHealth will be entitled to seek injunctive relief to enforce the provisions of this section. For avoidance of doubt, You may not use or disclose any Materials or Confidential Information for any patents or patent applications. Without limiting any other rights or remedies of eHealth, if You or any of your employees, agents or contractors use or disclose any Materials or Confidential Information for any patents or patent applications or file or prosecute any patents or patent applications for inventions based on any Materials or eHealth Confidential Information, eHealth, its Associates and third parties shall have and are hereby

granted a fully paid-up, royalty-free, worldwide, irrevocable license to exercise all rights under such patents and patent applications, including the right to grant and authorize sublicenses.

9.2 eHealth may disclose Your Confidential Information if required under Applicable Laws.

## **10. Disclaimers and Limitations**

10.1 DISCLAIMERS. THE SERVICES, MATERIALS, DIGITAL HEALTH SOLUTION, ACCOUNT, AND ALL INFORMATION AND OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN PROVIDED ON AN "AS IS", "AS AVAILABLE", BASIS WITHOUT WARRANTY OF ANY KIND. YOUR USE OF ANY OF THE FOREGOING IS AT YOUR OWN RISK. NEITHER EHEALTH NOR ANY OF ITS CURRENT AND FORMER ASSOCIATES, AFFILIATES EMPLOYEES, SUCCESSORS OR ASSIGNS REPRESENT OR WARRANT THAT THE EHEALTH SERVICES, MATERIALS, ACCOUNT, DIGITAL HEALTH SOLUTION, COMMUNITY OR ANY INFORMATION OR OTHER MATERIALS CONTAINED OR MADE AVAILABLE THEREIN WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ACCURATE, COMPLETE, OR ERROR-FREE. YOU EXPRESSLY ACKNOWLEDGE THAT COMPUTER NETWORK-BASED SERVICES MAY BE SUBJECT TO OUTAGES, INTERRUPTIONS, ATTACKS BY THIRD PARTIES AND DELAY OCCURRENCES. EHEALTH SPECIFICALLY DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS WHETHER EXPRESS OR IMPLIED, ARISING BY STATUTE, OPERATION OF APPLICABLE LAWS, USAGE OF TRADE, COURSE OF DEALING, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE.

10.2 LIMITATIONS OF LIABILITY. IN NO EVENT WILL EHEALTH OR ITS ASSOCIATES, (OR ANY REPRESENTATIVE OF EHEALTH OR ITS ASSOCIATES) (COLLECTIVELY, THE "**EHEALTH PARTIES**") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES (HOWEVER ARISING) OR ANY OTHER DAMAGES WHATSOEVER ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR USE OF THE SERVICES WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Some provinces or territories do not allow the exclusion of certain warranties or exclusion of liability for certain damages. Therefore some of the above limitations may not apply to You. To the extent eHealth may not as a matter of applicable law, disclaim any implied warranty or limit its liabilities, the scope and duration

## **11. Indemnification**

You agree to indemnify, defend, and hold harmless eHealth, its Associates and their officers, directors, agents and employees from and against any and all claims, liabilities, damages, losses, costs, expenses, or fees (including reasonable attorneys' fees) that such parties may incur as a result of or arising from Your (or anyone using your Account) breach of this Agreement and/or use of the Services. eHealth reserves the right to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and, in such case, You agree to cooperate with eHealth's defence of such claim.

## **12. General Provisions**

12.1. Publicity. You shall not issue any press release or general marketing communication or make any other public statements concerning this Agreement, its terms and conditions, or the relationship of the



parties without the express prior written consent of eHealth, which may be withheld at eHealth's sole discretion.

12.2. You are responsible for causing Your Representatives to comply with the terms and conditions of this Agreement, and a breach of this Agreement by a Representative is a breach of this Agreement by You.

12.3. Non-exclusivity. Each party acknowledges and agrees that the rights granted to the other party in this Agreement are non-exclusive, and that, without limiting the generality of the foregoing, nothing in this Agreement shall be deemed or construed to prohibit either party from participating in similar business arrangements as those described herein.

12.4. Relationship of the Parties. The parties are independent contractors and nothing in this Agreement shall make them joint ventures, partners, employees, agents or other representatives of the other party. Neither party shall make any representation that suggests otherwise.

12.5. Notices.

Notice to You. You agree that all notices to You may be posted within a Digital Health Solution, the Community or on the website through which the Services are accessible.

12.6. Notice to eHealth. You agree that all notices required under this Agreement to eHealth shall be sent by certified or registered mail, return receipt requested, to the following address:

Attention: General Counsel, Legal Services,  
P.O. Box 148,  
777 Bay Street, Suite 701  
Toronto, Ontario  
M5G 2C8  
Email: [GeneralCounsel-CorporateSecretary@ehealthontario.on.ca](mailto:GeneralCounsel-CorporateSecretary@ehealthontario.on.ca)

12.7 Questions about the Services; If you have questions regarding the Services, contact a customer service representative by email at: [architecture@ehealthontario.on.ca](mailto:architecture@ehealthontario.on.ca) or by phone at 416 591 8046. You can also contact us by mail by writing to the following address:

12.8 Amendment; eHealth reserves the right to modify the terms of this Agreement and any Terms of Use at any time. The most recent version of this Agreement and Terms of Use will be posted at <http://www.innovation-lab.ca/terms-of-use>. eHealth may change this Agreement by posting a new version at such URL and the most recent modification date will be noted by the "Last Updated" date above. To the fullest extent permitted under Applicable Laws, Your continued use of the Services after any such modification constitutes Your acceptance of the Agreement as modified. If You do not agree to any modification of this Agreement, You must immediately stop using the Services and stop accessing and using Your Account and any Materials.

12.9 Severability; Headings. If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The parties agree to replace any invalid provision with a valid provision, which most closely approximates the intent and economic effect of the invalid provision.

12.10. Governing Law; Jurisdiction. This Agreement will be governed by the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to the conflict of laws provisions. The parties consent to the jurisdiction of the courts of Ontario.

12.12. Assignment. You may not assign any of Your rights or delegate the performance of any of Your obligations under this Agreement without the prior written consent of eHealth. Any purported assignment in violation of hereof shall be null and void. eHealth reserves the right to assign this Agreement or any right or obligation under this Agreement to any person without consent.

12.13. Entire Agreement. This Agreement (including any additional Terms of Use for an applicable Digital Health Solution or Community), together with all of eHealth's policies referenced herein, constitutes the entire agreement between the parties, and supersedes any prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties, with respect to the subject matter hereof.

#### 12.14. Additional Definitions.

"**Acceptable Use Policy**" means the acceptable use policy of eHealth Ontario as amended from time to time and available at

<http://www.ehealthontario.on.ca/images/uploads/pages/documents/AcceptableUsePolicy.pdf>

"**Account**" means the account by which You gain access to either or both of the Community or the Test Harness, subject to the terms and conditions of this Agreement and any additional Terms of Use.

"**Associates**" means, for purposes of this Agreement, any entity that owns or operates a Digital Health Solution that is made available to You to interface with Your system via the Portal.

"**API**" means, for purposes of this Agreement, the application interface that formats, messages transferred between Your systems and eHealth's or its Associates' systems as specified in the applicable Documentation and which may be provided to You as part of a Digital Health Solution as software in object code format or as sample code or code snippets. You may only use APIs that are specifically exposed as part of the Digital Health Solution for interfacing to the respective eHealth Services.

"**Application(s)**" means software programs that You develop to interoperate with the respective Digital Health Solutions, as part of the Services, using the APIs in accordance with the applicable Documentation for the Digital Health Solution.

"**Community**" means the message board, forum or other means provided in connection with the Services to allow You to post messages, upload content and/or otherwise communicate with other developers.

"**Confidential Information**" means any and all information and materials, which: (i) are designated in writing, as confidential at the time of disclosure, or (ii) if disclosed orally or visually, are designated as confidential at the time of disclosure, or (iii) a reasonable person, having regard to the circumstances and the information, would regard as confidential; including, without limitation, the Materials, analysis and performance information relating to any Digital Health Solution or eHealth Services, and other technical, business, product, marketing and financial information, plans, data, and the terms and existence of this Agreement.

"**Digital Health Solution**" means a program offered by eHealth or its Associates for developers to develop and test certain Applications or to test via the Portal with the Test Harness, for use with specified

eHealth Services. eHealth may make separate Digital Health Solutions available for different Applications and/or eHealth Services. Each Digital Health Solution may include access to certain Materials for the particular Digital Health Solution.

**"Documentation"** means collectively, the operating instructions, user manuals, help files and other documentation, in written or electronic form, made available to You that are intended to be used in connection with the Services, including the respective Digital Health Solution, Community or related Materials.

**"eHealth Services"** means all services, programs or systems provided by or on behalf of eHealth or its Associates, including the Digital Health Solutions.

**"Intellectual Property Rights"** means all the intellectual property, industrial and other proprietary rights, protected or protectable, under Applicable Laws, as well as the laws of any foreign country or jurisdiction, or any political subdivision thereof, including, without limitation, (i) all trade names, trade dress, trademarks, service marks, logos, brand names and other identifiers; (ii) copyrights, moral rights (including rights of attribution and rights of integrity); (iii) all trade secrets, inventions, discoveries, devices, processes, designs, techniques, ideas, know-how and other confidential or proprietary information, whether or not reduced to practice; (iv) all domestic and foreign patents and the registrations, applications, renewals, extensions and continuations (in whole or in part) thereof; and (v) all goodwill associated therewith and all rights and causes of action for infringement, misappropriation, misuse, dilution or unfair trade practices associated with (i) through (iv) above.

**"Licensed Components"** means those APIs, sample code and code snippets in the SDK for the applicable Digital Health Solution that are provided for use with the Test Harness or incorporation into Applications to provide interoperability with the respective eHealth Services as expressly set forth in the applicable Documentation.

**"Materials"** means all documentation, materials, platforms, software and tools, including API(s), Documentation, Licensed Components, SDK(s), Test Data and Test Environment, made available to You as part of the Services.

**"Personal Information"** means all recorded information that is about an identifiable individual or is defined as or deemed to be personal information pursuant to any Applicable Laws related to privacy or data protection, including without limitation personal health information.

**"Portal"** means the website or other publicly facing interface operated by eHealth through which the Services, including the Materials, Community and Test Harness are made available to You.

**"Representatives"** means, in the case of eHealth or You, any directors, officers, employees, agents, consultants or subcontractors (including service providers) to eHealth or You, as the case may be, as well as the directors, officers, employees or agents of any subcontractor, of each such party.

**"Restricted Country"** means any country, or jurisdiction within such country, which is not within the Territory.

**"Restricted Person"** means any person who is, or is owned or controlled by, or acting on behalf of any of the following: (a) the government of a Restricted Country; or (b) a person located in, organized under the laws of, or ordinarily resident in a Restricted Country.

**“Services”** means the testing and other services provided to You under this Agreement, or any portion thereof, including access to, use of or integration with any Digital Health Solution or Materials, the Portal, Test Harness and/or Community. For clarity, You may use one or more components of the Services (e.g. You may use only the Community) and this Agreement applies to any and all components that You access or use.

**"SDK"** means a software development kit made available to You by or on behalf of eHealth pursuant to this Agreement for a particular Digital Health Solution, including any upgrades, modified versions, updates, and/or additions thereto, if any, that may be provided or made available by eHealth to You under this Agreement. The SDK specifies the APIs to be used for the respective eHealth Service and may include Documentation, sample code, code snippets, Test Data and tools to assist in implementing and testing interoperability with the respective eHealth Service.

**"Terms of Use"** means all applicable obligations, requirements, policies, guidelines, rules of conduct, terms and conditions of use (including those set forth in this Agreement) for any Digital Health Solution or the Community, which may be modified by eHealth in its sole discretion from time to time.

**“Territory”** means Canada and the United States, where eHealth provides access to the respective Digital Health Solution.

**"Test Data"** means any data made available by eHealth or utilized by You for testing, simulating use of, or developing Applications under this Agreement. Note that Test Data does not include any real or production data, and for further clarity does not include any identifiable information about any individual or organization.

**"Test Environment"** means the testing environment made available by eHealth under this Agreement for testing, simulating use of, or developing Applications to interface with respective Digital Health Services, or for testing messaging with Digital Health Solutions through the Test Harness.

**“Test Harness”** means a software tool and test data configured to test a web service running it under varying conditions and monitoring its outputs. Developers can also use the test harness to better understand the service, message structure and message content.