PatientPrompt TERMS AND CONDITIONS

Capitalized terms used in these terms and conditions (the "Terms and Conditions") and not otherwise defined have the meanings given to them in the Communication Services Agreement between the parties. “You” and “Subscriber” shall refer to “Client”.

1. DESCRIPTION OF SERVICES. Stericycle shall provide Subscriber with use of the Stericycle PatientPrompt Application (the “Software”) and access to the Services in accordance with the terms and conditions of the Agreement and any Service Schedule. Subscriber’s use of the Software and access to the Services shall be conditional upon Subscriber’s acceptance and compliance with the terms and conditions of the Agreement and this Attachment 1.

2. INTELLECTUAL PROPERTY. Stericycle hereby grants Subscriber during the duration of this Agreement a limited non-exclusive, terminable (in accordance with this Agreement) right to use the Software. All right, title and interest to the Software, including all intellectual property in the Software shall remain the property of Stericycle.

3. SUBSCRIBER’S ACKNOWLEDGMENTS. (a) Subscriber acknowledges and agrees that it is responsible and liable for any and all breaches of these Terms and Conditions, whether such breach is the result of use of the Services by Subscriber, any end-user using the Services on behalf of or for the benefit of Subscriber and using the Services through Subscriber’s license (each an “End User”); (b) Subscriber acknowledges that Stericycle assumes no responsibility for and exercises no control over the content communicated via the Services as provided by Subscriber or End Users (the “Content”). Stericycle shall not be liable for any loss or damage arising out of inaccurate and/or incomplete Content provided by Subscriber. Stericycle makes no representation or warranty that the Services shall accurately contact or connect with any third parties as directed by Subscriber or that such Content such be communicated in its entirety, except in the case where Subscriber has provided accurate information; (c) Subscriber acknowledges and agrees that, in addition to the termination rights set out in the Agreement, Stericycle may, in its sole discretion, suspend or terminate one or more features of the Services without notice or refund if Subscriber is in breach of any term or condition of this Attachment 1.

4. SUBSCRIBER’S OBLIGATIONS. Subscriber represents and warrants that (i) Subscriber is knowledgeable concerning the restrictions under federal, state, provincial and local laws, rules and regulations that may apply to Subscriber’s use of the Software and (ii) each use by Subscriber of the Software will comply in all respects with all such applicable laws and regulations, including but not limited to the type and identity of each call recipient, Subscriber’s relationship to each call recipient, and the Content of each call. Subscriber agrees to indemnify and hold harmless Stericycle from and against all losses, costs, damages, claims, liabilities and expenses, including but not limited to reasonable attorney fees, incurred by or asserted against Stericycle as a result of the Content of any message transmitted by Subscriber through use of the Software or any use by Subscriber of the Software that violates applicable laws, rules or regulations. Subscriber further agrees to maintain all records as may be required by applicable law to show its relationship to each call recipient and consent where required.

5. SERVICES MONITORING AND MAINTENANCE. (a) Stericycle has no obligation to monitor Content, the effectiveness of the Content or Subscriber’s use of the Services. Notwithstanding the foregoing, Subscriber acknowledges and agrees that Stericycle may monitor and investigate Content being transmitted or distributed on the Services from time to time and/or to disclose any information as necessary to: satisfy any law, regulation or other governmental request, and operate the Services properly; (b) Stericycle reserves the right to establish space and/or bandwidth limits for the Content transmitted on or through the Services; (c) Stericycle and/or its suppliers may perform scheduled and unscheduled maintenance to the Services. The Services may not be available during such times.

6. DISCLAIMER OF WARRANTY. (a) THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE”. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, STERICYCLE DOES NOT WARRANT THE PERFORMANCE, AVAILABILITY, UNINTERRUPTED USE OF OR OPERATION OF THE INTERNET, THE EQUIPMENT USED TO ACCESS THE SERVICE, THE SERVICE OR ANY OTHER FEATURE OF THE SERVICE. THE ENTIRE RISK AS TO THE AVAILABILITY, QUALITY AND PERFORMANCE OF THE SERVICE IS WITH SUBSCRIBER. THERE ARE NO EXPRESS OR IMPLIED, WARRANTIES OR CONDITIONS WHATSOEVER WITH REGARD TO THE SERVICE. FOR GREATER CERTAINTY ALL IMPLIED WARRANTIES OR CONDITIONS OF ANY KIND ARE, TO THE EXTENT PERMITTED BY APPLICABLE LAW, HEREBY EXCLUDED. STERICYCLE DOES NOT WARRANT THAT THE SERVICE WILL MEET SUBSCRIBER’S OR END USERS’ REQUIREMENTS OR THAT THE SERVICES’ OPERATION WILL BE ERROR FREE. NO ORAL OR WRITTEN INFORMATION OR TECHNICAL ADVICE OR ASSISTANCE GIVEN BY STERICYCLE SHALL CREATE A WARRANTY, ADDITIONAL LIABILITY, OR IN ANY WAY INCREASE THE SCOPE OF THIS WARRANTY; (b) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR CONDITIONS OR THE LIMITATION OF LIABILITY IN CERTAIN CIRCUMSTANCES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO SUBSCRIBER. IN THAT EVENT, ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THIRTY (30) DAYS FROM THE COMMENCEMENT DATE. Without limiting the generality of the foregoing, the parties agree that to the extent permitted by law, the provisions of the International Sales of Goods Act (Ontario), the Civil Code of Quebec and the United Nations Conventions on Contracts for the International Sales of Goods, other similar legislation or conventions do not apply to this Agreement.