

Subscription Conditions

HAVING UNDERSTOOD:

whereas TPSC offers TPSC Cloud™ via Public Cloud Infrastructure to its Customers;

whereas Customer wishes to use the TPSC Cloud™ via Public Cloud Infrastructure and other Services delivered by TPSC and wishes to enter into this agreement with TPSC;

whereas Customer is permitted to license Applications from TPSC and form third party Application Providers which can interoperate with the TPSC Cloud™.

Table of Contents

Subscription Conditions	1
Table of Contents	2
1. DEFINITIONS	4
2. PURCHASED SERVICES	5
2.1. Provision of Purchased Services.	5
3. USE OF TPSC CLOUD™	5
3.1. TPSC’s Responsibilities.	5
3.2. Protection of Process Data.	5
3.3. Customer’s Responsibilities.	5
3.3. Usage Limitations.....	5
4. APPLICATIONS	5
4.1. Acquisition of Applications.	5
4.2. Applications and Process Data.....	5
4.3 Applications, TPSC Cloud™ and Public Cloud Infrastructure.	6
4.4. Integration.	6
5. THIRD PARTY SERVICES	6
5.1. Make use.....	6
5.2 Third Party General Conditions.....	6
5.3 Provision.	6
6. FEES AND PAYMENT FOR SERVICES PURCHASED.....	6
6.1. Fees. Customer shall pay all fees specified in the Order Form.....	6
6.2. Invoicing and Payment.....	6
6.3. Overdue Charges.	7
6.4. Suspension of Service and Acceleration.	7
6.5. Payment Disputes.	7
6.6. Taxes.	7
7. PROPRIETARY RIGHTS	7
7.1. Reservation of Rights in Services.	7
7.2. Restrictions.	7
7.3. Process Data.	7
7.4. Suggestions.	7
8. CONFIDENTIALITY.....	8
8.1. Definition of Confidential Information.	8

8.2. Protection of Confidential Information.	8
8.3. Compelled Disclosure.	8
9. WARRANTIES AND DISCLAIMERS	8
9.1. TPSC’s Warranties.	8
9.2. Disclaimer.	8
9.3. Beta Services.	9
10. MUTUAL INDEMNIFICATION	9
10.1. Indemnification by TPSC.	9
10.2. Indemnification by Customer.	9
10.3. Exclusive Remedy.	10
11. LIMITATION OF LIABILITY	10
11.1. Limitation	10
11.2. Exclusion of Consequential and Related Damages.	10
12. TERM AND TERMINATION.....	10
12.1. Term of Agreement.	10
12.2. Term of Services Purchased.....	10
12.3. Termination for Cause.	10
12.4. Refund or Payment upon Termination.	10
12.5. Return of Process Data.	11
12.6. Surviving Provisions.	11
13. GOVERNING LAW AND JURISDICTION	11
13.1. General	11
13.2. Manner of Giving Notice.....	11
12.3. Agreement to Governing Law and Jurisdiction.....	11
13.4. Waiver of Jury Trial.	11
14. GENERAL PROVISIONS.....	12
14.1. Export Compliance.....	12
14.2. Anti-Corruption.....	12
13.3. Relationship of the Parties.....	12
14.4. No Third-Party Beneficiaries.....	12
14.5. Waiver.....	12
14.6. Severability.	12
14.7. Attorney Fees.....	12
14.8. Assignment.	12
14.9. Entire Agreement.....	12

1. DEFINITIONS

"**Applications**" means online and offline software products that interoperate with TPSC Cloud™, limited to those listed on the App Center and limited to those licensed to Customer

"**Application Provider**" means TPSC or any other applicable third party licensor or owner of the Application licensed to Customer

"**Client Software**": means offline Applications, such as Cloud Connector, that are provided by TPSC and that interoperate with TPSC Cloud™.

"**Malicious Code**" means viruses, worms, time bombs, Trojan horses and other harmful or malicious code, files, scripts, agents or programs.

"**Process Data**" means all electronic data or information submitted by Customer and/or third parties into the TPSC Cloud™ and Applications.

"**Public Cloud Infrastructure**": means computer infrastructure – typically a platform virtualization environment – as a service, along with storage and networking, provided by third-party provider as a Third Party Service

"**Services**": All TPSC Services and/or Third Party Services provided by TPSC, the resulting provisions and related activities. Regarding this Subscription it means Client Software, TPSC Cloud™, Applications, Public Cloud Infrastructure, as further described in the Order Form.

"**App Center**" means the online directory of Applications that interoperate with TPSC Cloud™, located at <http://www.patientsafety.com/AppCenter>.

"**Third Party Services**": All products and services, such as the Public Cloud Infrastructure, provided by TPSC, the resulting provisions and related activities, which originate from third parties and whose intellectual property rights, industrial property rights and other rights are not held by TPSC.

"**Third Party General Conditions**": means the delivery conditions, license conditions, warranty conditions or other conditions regarding the relevant Third Party Services.

TPSC (The Patient Safety Company): Grecom International B.V., having its principal place of business at Alkmaar, the Netherlands

"**TPSC Services**": All products and services, such as TPSC Cloud™ (software), provided by TPSC, and the resulting provisions and related activities which do not originate from third parties and whose rights are held by TPSC.

"**Users**" means individuals who are authorized by Customer to use TPSC Cloud™ and who have been supplied user identifications and passwords by Customer. Users may include but are not limited to employees, consultants, contractors and agents, and third parties with which Customer transact business. "**User Guide**" means the online tutorials about TPSC Cloud™ as updated from time to time.

2. PURCHASED SERVICES

2.1. Provision of Purchased Services. TPSC shall make the Services purchased by Customer available to Customer pursuant to this Agreement during the subscription term as stated in the Order Form.

3. USE OF TPSC CLOUD™

3.1. TPSC's Responsibilities. TPSC shall: (i) use commercially reasonable efforts to make TPSC Cloud™ and licensed Applications via Public Cloud Infrastructure available 24 hours a day, 7 days a week, except for: (a) planned downtime (which TPSC shall schedule to the extent practicable during the weekend hours from 6:00 p.m. Friday to 3:00 a.m. Monday C.E.T.), or (b) any unavailability caused by circumstances beyond the reasonable control of TPSC, including without limitation, acts of God, acts of government, floods, fires, earthquakes, civil unrest, acts of terror, strikes or other labor problems (other than those involving Customer's employees), failures or delays of Third Party Services, Internet service provider failures or delays, or denial of service attacks, explosions, electricity failures, network failures, lack of materials, theft and/or transportation problems.

3.2. Protection of Process Data. TPSC shall maintain appropriate protection of the security, confidentiality and integrity of Process Data as further described on www.patientsafety.com/en/reliable-infrastructure.

3.3. Customer's Responsibilities. Customer shall (i) be responsible for Users' compliance with this Agreement, (ii) be responsible for the accuracy, quality and legality of Process Data and of the means by which Customer acquired Process Data, (iii) use commercially reasonable efforts to prevent unauthorized access to or use of TPSC Cloud™, and notify TPSC promptly of any such unauthorized access or use, and (iv) use TPSC Cloud™ and Applications only in accordance with the User Guide and applicable laws and government regulations, (v) Customer will ensure and is entirely responsible for fulfilling the necessary license conditions in order to let installation and/or implementation of Applications take place legally. Customer shall not (a) make TPSC Cloud™ available to anyone other than Users, (b) sell, resell, rent or lease TPSC Cloud™, (c) use TPSC Cloud™ to store or transmit infringing, libelous, or otherwise unlawful or tortuous material, or to store or transmit material in violation of third-party privacy rights, (d) use TPSC Cloud™ to store or transmit Malicious Code, (e) interfere with or disrupt the integrity or performance of TPSC Cloud™ or third-party data contained therein, or (f) attempt to gain unauthorized access to TPSC Cloud™ or their related systems or networks.

3.3. Usage Limitations. Services are subject to other commercial limitations, such as, (i) limits on disk storage space, (ii) number of storage objects and (iii) traffic, as further described and agreed upon in the Order Form. The Usage of TPSC Cloud™ Basic and Express edition is limited to one environment per legal entity (including holding and/or subsidiary companies).

4. APPLICATIONS

4.1. Acquisition of Applications. Application Providers may from time to time make Applications available to Customer through the App Center. Any acquisition of a license by Customer of such Applications, is solely between Customer and the Application Provider. TPSC do not warrant nor support Applications, whether or not they are designated by TPSC as "certified" or otherwise, except as agreed up on in writing.

4.2. Applications and Process Data. If Customer installs or enables Applications for use with TPSC Cloud™, Customer acknowledge that TPSC may allow those Applications to access Process Data as required for the interoperation of such Applications with TPSC Cloud™. TPSC shall not be responsible for any disclosure, modification or deletion of Process Data resulting from any such access by those Application.

4.3 Applications, TPSC Cloud™ and Public Cloud Infrastructure. If Customer installs or enables Applications for use with Services, Customer authorize TPSC to host, copy, transmit, display and adapt such Applications and program code, solely as necessary for TPSC to provide TPSC Cloud™ in accordance with this Agreement. Subject to the above, TPSC acquire no right, title or interest from the relevant Application Provider under this Agreement in or to such Applications, including any intellectual property rights therein.

4.4. Integration. The TPSC Cloud™ may contain features designed to interoperate with other applications. To use such features, Customer may be required to obtain access to such applications from their providers. If the provider of any such application ceases to make the application available for interoperation with the corresponding Application or TPSC Cloud™ on reasonable terms, TPSC may cease providing such features without entitling Customer to any refund, credit, or other compensation.

5. THIRD PARTY SERVICES

5.1. Make use. TPSC has the right to make use of Third Party Services, such as Public Cloud Infrastructure, in fulfilling its obligations flowing forth from the agreement.

5.2 Third Party General Conditions. Regarding the Third Party Services delivered to Customer, the Third Party General Conditions will be applicable to the agreement in addition to these conditions. Third Party General Conditions shall, when available to TPSC, be provided on request. Third Party General Conditions will be delivered in the same format and language as received by TPSC. Third Party General Conditions have priority over the other conditions of TPSC regarding the relevant Third Party Service unless indicated otherwise. When there is conflict between the other conditions of TPSC and Third Party General Conditions, TPSC has the right to declare the conflicting terms of the Third Party General Conditions inapplicable or applicable.

5.3 Provision. With regard to Third Party Services delivered, TPSC will provide these Third Party Services under, at most, the same conditions as provided for in the Third Party General Conditions; the warranty under the same terms and conditions as indicated in the Third Party General Conditions et cetera.

6. FEES AND PAYMENT FOR SERVICES PURCHASED

6.1. Fees. Customer shall pay all fees specified in the Order Form. Payment obligations are non cancelable and fees paid are non refundable, and the subscription purchased (Basic, Express, Professional, Premium or Ultimate) cannot be decreased during the relevant subscription term. Subscription fees are based on monthly periods that begin on the subscription start date and each monthly anniversary thereof; therefore, fees for Subscriptions added in the middle of a monthly period, due to exceeding one of the limits (storage objects, storage or traffic) will be charged for that full monthly period and the monthly periods remaining in the subscription term.

6.2. Invoicing and Payment. Customer will provide TPSC with valid and updated credit card information or with a valid purchase order or alternative document reasonably acceptable to TPSC. If Customer provide credit card information to TPSC, Customer authorize TPSC to charge such credit card for all Services listed in the Order Form for the initial subscription term and any renewal subscription term(s) as set forth in Section 11.2 (Term of Purchased Subscriptions). Such charges shall be made in advance, either annually or in accordance with any different billing frequency stated in the applicable Order Form. If the Order Form specifies that payment will be by a method other than a credit card, TPSC will invoice Customer in advance and otherwise in accordance with the relevant Order Form. Unless otherwise stated in the Order Form, invoiced charges are due 30 days from the invoice date. Customer is responsible for providing complete and accurate billing and contact information to TPSC and notifying TPSC of any changes to such information.

6.3. Overdue Charges. If any charges are not received from Customer by the due date, then at TPSC's discretion, (a) such charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, from the date such payment was due until the date paid, and/or (b) TPSC may condition future subscription renewals and Order Forms on payment terms shorter than those specified in Section 5.2 (Invoicing and Payment).

6.4. Suspension of Service and Acceleration. If any amount owing by Customer under this or any other agreement for TPSC's services is 30 or more days overdue (or 10 or more days overdue in the case of amounts Customer have authorized TPSC to charge to Customer's credit card), TPSC may, without limiting TPSC's other rights and remedies, accelerate Customer's unpaid fee obligations under such agreements so that all such obligations become immediately due and payable, and suspend TPSC's services to Customer until such amounts are paid in full. TPSC will give Customer at least 7 days' prior notice that Customer's account is overdue, in accordance with Section 12.2 (Manner of Giving Notice), before suspending services to Customer.

6.5. Payment Disputes. TPSC shall not exercise TPSC's rights under Section 5.3 (Overdue Charges) or 5.4 (Suspension of Service and Acceleration) if Customer are disputing the applicable charges reasonably and in good faith and are cooperating diligently to resolve the dispute.

6.6. Taxes. Unless otherwise stated, TPSC's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with Customer's purchases hereunder. If TPSC have the legal obligation to pay or collect Taxes for which Customer are responsible under this paragraph, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides TPSC with a valid tax exemption certificate authorized by the appropriate taxing authority. For clarity, TPSC are solely responsible for taxes assessable against it based on TPSC's income, property and employees.

7. PROPRIETARY RIGHTS

7.1. Reservation of Rights in Services. Subject to the limited rights expressly granted hereunder, TPSC reserve all rights, title and interest in and to Services, including all related intellectual property rights. No rights are granted to Customer hereunder other than as expressly set forth herein.

7.2. Restrictions. Customer shall not (i) permit any third party to access Services except as permitted herein or in an Order Form, (ii) create derivative works based on TPSC Cloud™ except as authorized herein, (iii) copy, frame or mirror any part or content of TPSC Cloud™, other than copying or framing on Customer's own intranets or otherwise for Customer's own internal business purposes, (iv) reverse engineer TPSC Cloud™ or Applications (v) give other parties access to TPSC Cloud™ in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of TPSC Cloud™.

7.3. Process Data. Subject to the limited rights granted by Customer hereunder, TPSC acquire no right, title or interest from Customer or Customer's licensors under this Agreement in or to Process Data, including any intellectual property rights therein.

7.4. Suggestions. TPSC shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into TPSC Cloud™ any suggestions, enhancement requests, recommendations or other feedback provided by Customer, including Users, relating to the operation of TPSC Cloud™.

8. CONFIDENTIALITY

8.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Customer's Confidential Information shall include Process Data; TPSC's Confidential Information shall include TPSC Cloud™ and other TPSC Services ; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Process Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.

8.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than their legal counsel and accountants without the other party's prior written consent.

8.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

9. WARRANTIES AND DISCLAIMERS

9.1. TPSC's Warranties. TPSC warrant that (i) TPSC have validly entered into this Agreement and have the legal power to do so, (ii) TPSC Cloud™ shall perform materially in accordance with the User Guide, (iii) subject to Section 4.4 (Integration), the functionality of TPSC Cloud™ will not be materially decreased during a subscription term, and (iv) TPSC will not transmit Malicious Code to Customer, provided it is not a breach of this subpart (v) if Customer or a User uploads a file containing Malicious Code into TPSC Cloud™ and later downloads that file containing Malicious Code. For any breach of a warranty above, Customer's exclusive remedy shall be as provided in Section 12.3 (Termination for Cause) and Section 12.4 (Refund or Payment upon Termination) below.

9.2. Disclaimer. EXCEPT AS EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND EACH PARTY SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

9.3. Beta Services. From time to time TPSC may invite Customer to try, at no charge, TPSC's products or services that are not generally available to TPSC's Customers ("Beta Services"). Customer may accept or decline any such trial in Customer's sole discretion. Any Beta Services will be clearly designated as beta, pilot, limited release, developer preview, non-production or by a description of similar import. Beta Services are provided for evaluation purposes and not for production use, are not supported, may contain bugs or errors, and may be subject to additional terms. BETA SERVICES ARE NOT CONSIDERED "SERVICES" HEREUNDER AND ARE PROVIDED "AS IS" WITH NO EXPRESS OR IMPLIED WARRANTY. TPSC may discontinue BETA Services at any time in TPSC's sole discretion and may never make them generally available. Additional trial terms and conditions may appear on the Beta Services web page. Any such additional terms and conditions are incorporated into this Agreement by reference and are legally binding.

ANY DATA ENTERED INTO THE SERVICES WILL BE PERMANENTLY LOST UNLESS CUSTOMER PURCHASES A SUBSCRIPTION TO THE SAME SERVICES AS THOSE COVERED BY THE BETA SERVICES, OR EXPORT SUCH DATA, BEFORE THE END OF THE TRIAL PERIOD. CUSTOMER CANNOT TRANSFER DATA ENTERED TO A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE BETA SERVICES THEREFORE, IF CUSTOMER PURCHASES A SERVICE THAT WOULD BE A DOWNGRADE FROM THAT COVERED BY THE BETA SERVICE, CUSTOMER MUST EXPORT ITS DATA BEFORE THE END OF THE TRIAL PERIOD OR THIS DATA WILL BE PERMANENTLY LOST.

Customer is obligated to study the User Guide to become familiar with the features and functions of the Beta Services before trying the Beta Services.

10. MUTUAL INDEMNIFICATION

10.1. Indemnification by TPSC. TPSC shall defend Customer against any claim, demand, suit, or proceeding made or brought against Customer by a third party alleging that the use of TPSC Cloud™ as permitted hereunder infringes or misappropriates the intellectual property rights in the Netherlands of a third party (a "Claim Against Customer"), and shall indemnify Customer for any damages, attorney fees and costs finally awarded against Customer as a result of, and for amounts paid by Customer under a court-approved settlement of, a Claim Against Customer; provided that Customer (a) promptly give TPSC written notice of the Claim Against Customer; (b) give TPSC sole control of the defense and settlement of the Claim Against Customer (provided that TPSC may not settle any Claim Against Customer unless the settlement unconditionally releases Customer of all liability); and (c) provide to TPSC all reasonable assistance, at TPSC's expense. In the event of a Claim Against Customer, or if TPSC reasonably believe TPSC Cloud™ may infringe or misappropriate, TPSC may in TPSC's discretion and at no cost to Customer (i) modify TPSC Cloud™ so that they no longer infringe or misappropriate, without breaching TPSC's warranties under "TPSC's Warranties" above, (ii) obtain a license for Customer's continued use of TPSC Cloud™ in accordance with this Agreement, or (iii) terminate Customer's Subscriptions for such Services upon 30 days' written notice and refund to Customer any prepaid fees covering the remainder of the term of such Subscriptions after the effective date of termination.

10.2. Indemnification by Customer. Customer shall defend TPSC against any claim, demand, suit or proceeding made or brought against TPSC by a third party alleging that Process Data, or Customer's use of TPSC Cloud™ in breach of this Agreement, infringes or misappropriates the intellectual property rights of a third party or violates applicable law (a "Claim Against TPSC"), and shall indemnify TPSC for any damages, attorney fees and costs finally awarded against TPSC as a result of, or for any amounts paid by TPSC under a court-approved settlement of, a Claim Against TPSC; provided that TPSC (a) promptly give Customer written notice of the Claim Against TPSC; (b) give Customer sole control of the defense and settlement of the Claim Against TPSC (provided that Customer may not settle any Claim Against TPSC unless the settlement unconditionally releases TPSC of all liability); and (c) provide to Customer all reasonable assistance, at Customer's expense.

10.3. Exclusive Remedy. This Section 10 (Mutual Indemnification) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

11. LIMITATION OF LIABILITY

11.1. Limitation NEITHER PARTY'S LIABILITY WITH RESPECT TO ANY SINGLE INCIDENT ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) SHALL EXCEED THE LESSER OF € 250,000 OR THE AMOUNT PAID BY CUSTOMER HEREUNDER IN THE 12 MONTHS PRECEDING THE INCIDENT, PROVIDED THAT IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT (WHETHER IN CONTRACT OR TORT OR UNDER ANY OTHER THEORY OF LIABILITY) EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER. THE FOREGOING SHALL NOT LIMIT CUSTOMER'S PAYMENT OBLIGATIONS UNDER SECTION 6 (FEES AND PAYMENT FOR PURCHASED SERVICES).

11.2. Exclusion of Consequential and Related Damages. IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY TO THE OTHER PARTY FOR ANY LOST PROFITS OR REVENUES OR FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND WHETHER OR NOT THE PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING DISCLAIMER SHALL NOT APPLY TO THE EXTENT PROHIBITED BY APPLICABLE LAW.

12. TERM AND TERMINATION

12.1. Term of Agreement. This Agreement commences on the date Customer accept it and continues until all Services in accordance with this Agreement have expired or been terminated.

12.2. Term of Services Purchased. Services purchased by Customer commence on the start date specified in the applicable Order Form and continue for the subscription term specified therein. Except as otherwise specified in the applicable Order Form, all Services shall automatically renew for additional periods equal to the expiring subscription term or one year (whichever is longer), unless either party gives the other notice of non-renewal at least 90 days before the end of the relevant subscription term. The per-unit pricing during any such renewal term shall be the same as that during the prior term unless TPSC have given Customer written notice of a pricing increase at least 30 days before the end of such prior term, in which case the pricing increase shall be effective upon renewal and thereafter. If Customer does not agree with a price change, Customer will only be permitted to terminate the Agreement from the date the change in price becomes applicable, if the total price increase during 1 (one) year exceeds the yearly inflation rate of the current year (or previous year for price increases announced for the next year) by 5%.

12.3. Termination for Cause. A party may terminate this Agreement for cause: (i) upon 30 days written notice to the other party of a material breach if such breach remains uncured at the expiration of such period, or (ii) if the other party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors.

12.4. Refund or Payment upon Termination. Upon any termination for cause by Customer, TPSC shall refund Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Upon any termination for cause by TPSC, Customer shall pay any unpaid fees covering the remainder of the term of all Order Forms after the effective date of termination. In no event shall any

termination relieve Customer of the obligation to pay any fees payable to TPSC for the period prior to the effective date of termination.

12.5. Return of Process Data. Upon request by Customer made within 30 days after the effective date of termination of a subscription, TPSC will make available to Customer a database dump, included attachments in their native format. After such 30-day period, TPSC shall have no obligation to maintain or provide any of Process Data and shall thereafter, unless legally prohibited, delete all of Process Data in TPSC’s systems or otherwise in TPSC’s possession or under TPSC’s control.

12.6. Surviving Provisions. Section 6 (Fees and Payment for Purchased Services), 7 (Proprietary Rights), 8 (Confidentiality), 9.2 (Disclaimer), 10 (Mutual Indemnification), 11 (Limitation of Liability), 12.4 (Refund or Payment upon Termination), 12.5 (Return of Process Data), 13 (Governing Law and Jurisdiction) and 14 (General Provisions) shall survive any termination or expiration of this Agreement.

13. GOVERNING LAW AND JURISDICTION

13.1. General. What law will apply in any lawsuit arising out of or in connection with this Agreement, and which courts can adjudicate any such lawsuit, depend on where Customer are domiciled. Parties explicitly agree that the United Nations Convention on Contracts for the International Sale of Goods (CISG) is not applicable.

If Customer are domiciled in:	The governing law is:	The courts having exclusive jurisdiction are:
A Country in Europe, the Middle East or Africa	Dutch	Alkmaar, The Netherlands
Canada	Ontario and controlling Canadian federal law	Toronto, Ontario, Canada
The United States of America, Mexico or a Country in Central or South America or the Caribbean	California and controlling United States federal law	San Francisco, California, U.S.A.
A Country in Asia or the Pacific region, other than Australia and NZ countries	Singapore	Singapore
Australia and NZ countries	Australia	Queensland, Australia

13.2. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of termination or an indemnifiable claim). Billing-related notices to Customer shall be addressed to the relevant billing contact designated by Customer. All other notices to Customer shall be addressed to the relevant Services system administrator designated by Customer.

12.3. Agreement to Governing Law and Jurisdiction. Each party agrees to the applicable governing law above without regard to choice or conflicts of law rules, and to the exclusive jurisdiction of the applicable courts above.

13.4. Waiver of Jury Trial. Each party hereby waives any right to jury trial in connection with any action or litigation in any way arising out of or related to this Agreement.

14. GENERAL PROVISIONS

14.1. Export Compliance. TPSC Cloud™, other technology TPSC make available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied-party list. Customer shall not permit Users to access or use Services in a U.S.-embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

14.2. Anti-Corruption. Customer have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of TPSC's employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If Customer learn of any violation of the above restriction, Customer will use reasonable efforts to promptly notify TPSC's Legal Department (legalcompliance@patientsafety.com).

13.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.

14.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.

14.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.

14.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.

14.7. Attorney Fees. Customer shall pay on demand all of TPSC's reasonable attorney fees and other costs incurred by TPSC to collect any fees or charges due TPSC under this Agreement following Customer's breach of Section 6.2 (Invoicing and Payment).

14.8. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. A party's sole remedy for any purported assignment by the other party in breach of this paragraph shall be, at the non-assigning party's election, termination of this Agreement upon written notice to the assigning party. In the event of such a termination, TPSC shall refund to Customer any prepaid fees covering the remainder of the term of all subscriptions after the effective date of termination. Subject to the foregoing, this Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.

14.9. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement shall be effective unless in writing and either signed or accepted electronically by the party against whom the modification, amendment or waiver is to be asserted. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms of such exhibit, addendum or Order Form shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in

Customer's purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.