

**CACTUS AppCentral™ User Agreement**  
**British Columbia**

Effective Date: February 1, 2016

This User Agreement ("Agreement") is entered into by and between Computer Technology Corporation, a Kansas corporation d/b/a CACTUS Software, ("CACTUS") and you, the user ("you," "your," or "User"), which shall include anyone who registers an account for, uses, or otherwise accesses the AppCentral URLs, CACTUS Content, or Services (as defined below). In the event that User purports to be the agent of, represent, or otherwise act on behalf of an entity or any other person, User shall include such entity or person in addition to such representative but, notwithstanding anything to the contrary in this Agreement, nothing in this Agreement will supersede or alter the terms of any separate license agreement entered into between any of the Provincial Health Services Authority or any health authority in British Columbia applicable to your use of the Services as an authorized user of the Provincial Health Services Authority or such other health authority. This Agreement governs your use of the AppCentral services provided by CACTUS (collectively, the "Services"), which shall include the AppCentral URLs, the related information, data, and other content owned by CACTUS and provided by CACTUS on those AppCentral URLs owned or operated by CACTUS (the "CACTUS Content"), and the services provided thereon, including your and CACTUS' access to the CACTUS Content. The Services will be accessed on the World Wide Web through the various Uniform Resource Locators relating to the Services, either currently or hereafter in use by CACTUS and made available to you as part of the Services (the "AppCentral URLs"). "User Content" shall mean any information, data, and other content regarding Users that may be accessed, modified, uploaded, transferred or otherwise provided by User through User's use of the Services.

BY CLICKING THE ACCEPTANCE BUTTON, REGISTERING AN ACCOUNT FOR, LOGGING INTO AN ACCOUNT, ACCESSING, OR OTHERWISE USING ANY PART OF THE SERVICES, OR BY MANIFESTING YOUR ASSENT TO THESE TERMS IN ANY OTHER MANNER, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT. IN THE EVENT THAT USER PURPORTS TO BE THE AGENT OF, REPRESENT, OR OTHERWISE ACT ON BEHALF OF AN ENTITY OR ANY OTHER PERSON, BY CLICKING THE ACCEPTANCE BUTTON, REGISTERING AN ACCOUNT FOR, LOGGING INTO AN ACCOUNT, ACCESSING, OR OTHERWISE USING ANY PART OF THE SERVICES, OR BY MANIFESTING YOUR ASSENT TO THESE TERMS IN ANY OTHER MANNER, USER EXPRESSLY AGREES TO AND CONSENTS TO BE BOUND BY ALL OF THE TERMS OF THIS AGREEMENT ON BEHALF OF SUCH ENTITY OR OTHER PERSON. IF USER DOES NOT AGREE TO ALL OF THE TERMS OF THIS AGREEMENT, USER MUST SELECT THE BUTTON INDICATING NON-ACCEPTANCE AND REFRAIN FROM REGISTERING AN ACCOUNT FOR, LOGGING INTO AN ACCOUNT, ACCESSING, OR OTHERWISE USING ANY PART OF THE SERVICES. FOR GREATER CERTAINTY, NOTHING IN THIS AGREEMENT BINDS THE PROVINCIAL HEALTH SERVICES AUTHORITY OR ANY OTHER HEALTH AUTHORITY IN BRITISH COLUMBIA EVEN IF ANY OF SUCH ENTITIES ARE YOUR EMPLOYER.

**1. Agreement with CACTUS.** CACTUS hereby grants you a limited, non-exclusive, non-assignable, and non-transferable license to access and use the Services for the personal use or internal business purposes of User, as the case may be, provided and expressly conditioned on your agreement and satisfaction of the terms and conditions in this Agreement. Unless otherwise agreed between the Provincial Health Services Authority and CACTUS, this license may be revoked by CACTUS in whole or in part, at any time, with or without cause. User's

access to the foregoing is licensed and not sold. User agrees not to use the Services for service bureau, time-sharing, or other similar purposes. Any modification, reverse engineering, reverse compiling, or disassembly of the Services is expressly prohibited. This license authorizes you to view and download a single copy of the materials on the Portal solely for your personal, noncommercial use.

## **2. Intellectual Property; Proprietary Information.**

### **a. Ownership and Use of Intellectual Property.**

- i. **Intellectual Property Relating to the Services.** The Services are the valuable, exclusive property of CACTUS or its licensors, licensees, or third-party providers, as the case may be, and include various forms of intellectual property including, without limitation, copyrights, trademarks, and servicemarks and any current and future enhancements, revisions, releases, updates, and derivative works based thereon or therein (the "Intellectual Property"). This Intellectual Property includes, but is not limited to, software, logos, page headers, graphics, buttons, and other icons and the Proprietary Information (as defined below) of CACTUS. Nothing in this Agreement shall be construed as transferring or assigning any ownership rights to you or any other person or entity in any Intellectual Property. CACTUS hereby reserves any and all rights not expressly granted to User in this Agreement.
- ii. **Use of Intellectual Property.** Except as expressly permitted in this Agreement, you may not copy, reproduce, republish, store, upload, post, transmit, analyze, adapt, reformat, print, distribute, commercially exploit, or publicly display the Services or any portion thereof in any manner whatsoever without prior written consent from CACTUS. You may not remove, reproduce, alter, use, display, modify, copy, or obscure any copyrighted material, trademark, servicemark, legal, or proprietary notices in or on any portions of the Services or any portion thereof.

### **b. Proprietary Information.**

- i. **Scope of Proprietary Information.** User may come into possession of certain Proprietary Information of CACTUS. For the purposes hereof, "Proprietary Information" means any and all information owned or licensed by CACTUS related to the Services and any part thereof made available to User in the course of User exercising its rights under this Agreement, whether written or verbal, that are confidential in nature; provided, however, that Proprietary Information shall not include any User Content or information that:
  1. Is in the public domain other than by breach of this Agreement;
  2. Is already known or obtained by User other than through access to the Services or its course of dealings with CACTUS pursuant to this Agreement;
  3. Is independently developed by any other party; and/or
  4. Becomes known from an independent source having the right to disclose such information and without similar restrictions as to disclosure and use and without breach of this Agreement or any

other confidentiality or nondisclosure agreement by such other party.

- ii. **Nondisclosure of Proprietary Information.** User (1) shall keep and maintain in strict confidence all Proprietary Information of CACTUS received from CACTUS or from any of its employees, accountants, attorneys, consultants, or other agents and representatives; and (2) shall not use, reproduce, distribute, or disclose any such Proprietary Information except as expressly permitted by this Agreement.
  - iii. **Required Disclosure.** Notwithstanding any other provision hereof, nothing in this Section 2 shall prohibit or be deemed to prohibit User from disclosing any CACTUS Proprietary Information (or any other information the disclosure of which is otherwise prohibited hereunder) to the extent that User becomes legally compelled to make such disclosure by reason of a subpoena or order of a court, administrative agency, or other governmental body of competent jurisdiction or as required under the *Freedom of Information and Protection of Privacy Act* (British Columbia) as amended from time to time (“compelled disclosure”); provided, however, that in the event of a compelled disclosure, User shall provide CACTUS with notice thereof within five (5) calendar days, or, if sooner, at least three (3) business days before such compelled disclosure will be made so that CACTUS may seek a protective order or other appropriate remedy.
3. **No Warranties.** EXCEPT TO THE EXTENT CACTUS HAS AGREED TO PROVIDE WARRANTIES WITH RESPECT TO THE SERVICE IN ANY SEPARATE AGREEMENT ENTERED INTO BY CACTUS AND APPLICABLE TO YOUR USE (AS AN AUTHORIZED USER OF THE PROVINCIAL HEALTH SERVICES AUTHORITY OR ANOTHER HEALTH AUTHORITY IN BRITISH COLUMBIA) OF THE SERVICE, YOUR USE OF AND ACCESS TO THE SERVICES AND ANY INFORMATION MADE AVAILABLE THEREBY IS PROVIDED ON AN “AS IS,” “WHERE IS,” AND “AS AVAILABLE” BASIS.
4. **LIMITATION ON LIABILITY.** CACTUS’ LIABILITY TO YOU WITH RESPECT TO YOUR USE OF THE SERVICE MAY BE LIMITED BY THE TERMS OF ANY SEPARATE AGREEMENT ENTERED INTO BY CACTUS AND APPLICABLE TO YOUR USE (AS AN AUTHORIZED USER OF THE PROVINCIAL HEALTH SERVICES AUTHORITY OR ANOTHER HEALTH AUTHORITY IN BRITISH COLUMBIA) OF THE SERVICE.
5. **Privacy.** With respect to any User Content which may be disclosed or made available to CACTUS in connection with your use of the Service (if any), nothing in this Agreement limits CACTUS’ obligations to comply with all applicable laws, including the *Freedom of Information and Protection of Privacy Act* (British Columbia), as amended from time to time, and with any additional restrictions, terms or conditions on the use of that information with which CACTUS has or may separately agree.