

1. Agreement

These terms and conditions are incorporated by reference and deemed to be part of the purchase order attached hereto between **Nova Scotia Health Authority** (“**Purchaser**”) and the supplier named in the Order (the “**Supplier**”) for the purchase of goods and/or services described therein (the “**Deliverables**”). These terms and conditions along with the associated purchase order and any documents incorporated herein by reference (collectively, the “**Order**”) constitute the final and entire agreement between Purchaser and Supplier in relation to the Deliverables. These Terms prevail over any terms or conditions contained in any other documentation and expressly exclude any of Supplier’s general terms and conditions of sale or any other document issued by Supplier in connection with this Order which are void and of no force and effect. The Supplier is deemed to accept these terms and conditions upon any of the following (each “**Acceptance**”): i) Supplier sends written confirmation or acceptance of the Order, ii) the Supplier begins to supply the Deliverables or any part thereof, or iii) Supplier commences any work contemplated in this Order.

2. Price and Payment

The price payable by Purchaser for the Deliverables will be as set out in the purchase order. Subject to verification by Purchaser, invoices will be paid within 30 days following receipt. Unless otherwise stated, the prices shown in this Order: (i) must include all necessary costs for packing, shipping, dues and any other expenses incurred while shipping and offloading Deliverables to the point shown as the destination in this Order, (ii) are exclusive of taxes and (iii) are in Canadian dollars. Purchaser may withhold any withholding tax amounts required by law and will remit that tax to the applicable authorities.

3. Order Number and Packaging

The purchase order number must appear on all packing and delivery slips, bills of lading, customs documents, invoices, correspondence, and any other documents relating to this Order. Any hazardous products shipped under this Order must be correctly labeled according to applicable law, and the Supplier must provide Material Safety Data Sheets (“**MSDS**”) for any hazardous good shipped for the first time to the delivery point for this Order, and also provide updated copies of any MSDS when requested. Detailed packing lists, preferably in duplicate, must accompany each shipment.

4. Delivery, Title & Acceptance

All goods will be shipped “**FOB Destination**”. The shipping and handling of any hazardous material will be in accordance with all applicable laws and regulations. Title to all goods, or any part thereof, shall vest in Purchaser on delivery and acceptance by Purchaser. The receipt of or payment for the Deliverables by Purchaser shall not be deemed to be acceptance thereof. All

Deliverables are subject to inspection and testing within 45 working days after delivery at Purchaser’s premises, and Purchaser, acting reasonably, has the right to accept the Deliverables or reject them.

Purchaser may cancel this Order, without penalty, and purchase substitute the Deliverables elsewhere if the Deliverables are not delivered within the time(s) specified in this Order or if any Deliverables do not meet the requirements set out in this Order. The Purchaser reserves the right to charge the Supplier with any incidental or consequential damages that might be incurred relating to non-acceptance of Deliverables.

5. Shipments from Outside of Canada

For any shipments originating outside of Canada, properly certified customs invoices in two parts must be sent separately to Purchaser at the one the shipment is made. Failure to provide required documentation may result in delay or return of the shipment by Canada Customs. An extra copy of customs invoices should accompany the bill of lading for on truck shipments.

6. Material Rights

All findings, data, surveys, research, working papers, drawings, spreadsheets, evaluations, databases and documents, regardless of storage format or medium or whether in draft, intermediate or final form, inventions, methodologies, processes, algorithms, software code (including source code and object code), audio-visual materials, and any other output or work product, that are collected, created, conceived, developed or produced by the Supplier, its employees, subcontractors or agents, solely or jointly, in the performance of this Order (collectively the “**Materials**”) are the exclusive property of the Purchaser and shall be deemed works made for hire to the fullest extent permitted by applicable law. All intellectual property rights, including patents, patent applications, copyrights, trademarks, trade secrets, and industrial designs, and all other proprietary rights, in the Materials, with the exception of any pre-existing intellectual property rights of the Supplier therein, vest in and are the sole property of Purchaser immediately upon creation. To the extent any such rights do not automatically vest in Purchaser, the Supplier hereby irrevocably assigns, transfers and conveys to Purchaser all right, title and interest in and to the Materials, including all intellectual property rights therein, throughout the world and in perpetuity, without further consideration. The Supplier irrevocably waives all moral rights and any other non-assignable rights in the Materials in favour of Purchaser and its successors and assigns. The Supplier shall ensure that any employees, subcontractors or agents who contribute to the creation of the Materials execute such further documents and take such further steps as Purchaser may reasonably require to give effect to this clause.

Purchaser reserves the right, in its sole and absolute discretion, to publish, release, use, adapt, modify, sublicense or otherwise exploit, in whole or in part, or to refrain from publishing or

releasing, any research, reports, audio visual materials, information or data Materials produced by the Supplier in the performance of the Services under this Order, in any medium or format now known or hereafter developed, without any obligation to attribute the work to the Supplier or to obtain further consent from the Supplier.

The Supplier hereby grants to Purchaser a perpetual, irrevocable, royalty-free, worldwide, non-exclusive licence to use, copy, modify, adapt, integrate, distribute and sublicense any computer software, code, tools, frameworks, methodologies or designs of a generic or proprietary nature to which the Supplier holds copyright or other intellectual property rights (including any pre-existing intellectual property of the Supplier), and that may be incorporated into, necessary for the use of, or form the basis of any work product or deliverable provided to Purchaser under comprising any part of the Services delivered to Purchaser under this Agreement. This licence shall survive the expiry or termination of this Agreement and may be exercised by Purchaser and its successors, assigns, contractors and service providers acting on Purchaser's behalf.

The Supplier hereby grants to Purchaser a perpetual non-exclusive licence to use any computer software or designs of a generic nature to which the Supplier holds copyright, and that may be included in any work product comprising any part of the Services delivered to Purchaser under this Agreement.

7. Service and Supply Standards

The Supplier agrees to supply all Deliverables that are services: (a) in accordance with the terms and subject to the conditions in this Agreement; (b) using personnel of required skill, experience, and qualifications; (c) in a timely, workmanlike, and professional manner; and (d) in accordance with the generally recognized industry standards in Supplier's field.

All Deliverables that are electrical equipment must be marked as certified or approved for use in Canada. Purchaser reserves the right to refuse acceptance of any or all electrical equipment or component part which has not been approved by the Canadian Standards Association or that is certified to all appropriate CSA Standards by a recognized agency. The Supplier represents that any medical devices delivered under this Order comply with all applicable regulation. Purchaser reserves the right to refuse acceptance of any or all medical devices that do not comply with applicable regulatory requirements.

8. Confidentiality and Privacy

The Supplier acknowledges and confirms that information provided to it by Purchaser hereunder, or to which the Supplier has access as a result of providing the Deliverables to Purchaser may be Confidential Information. In this Order, "**Confidential Information**" shall mean any information which is confidential in nature or that is marked or treated as

being confidential by Purchaser, whether such information is or has been conveyed to the Supplier orally or in written or other tangible form, and whether such information is received directly or indirectly, such as in the course of business discussions or other investigations by Supplier. Without limiting the generality of the forgoing, Confidential Information shall include information that is personally identifiable about an employee or customer of Purchaser, whether or not expressly labeled, marked, or otherwise expressly identified as confidential or personal. Unless required by law or an order of a court of competent jurisdiction, or previously known, or acquired by a third party who had a right to disclose the Confidential Information, such Confidential Information shall not be disclosed by the Supplier, without the prior written consent of Purchaser.

The Supplier acknowledges and agrees that Purchaser may disclose this Order or portions thereof as may be required pursuant to the provisions of the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*.

If the Supplier is a "service provider" as defined in the *Personal Information International Disclosure Protection Act, (Nova Scotia)* ("**PIIDPA**") as a result of the type of Deliverables that it is providing to Purchaser under this Order, Supplier represents, warrants and undertakes to Purchaser that it shall comply with its obligations in the PIIDPA Obligations attached as Exhibit 1.

The Supplier acknowledges that information about identifiable individuals, including without limitation personal health information as that term is defined in the *Personal Health Information Act (Nova Scotia)* ("**Personal Information**") has, is or may be disclosed to Supplier for the sole purpose of Supplier performing its obligations under this Order. Accordingly, Supplier shall exercise all reasonable precautions to protect Personal Information from unauthorized access, disclosure, copying, use or modification, storage and retention and, in any event, treat any information which is "personal information" as defined in the *Personal Information Protection and Electronic Documents Act (Canada)* and the *Freedom of Information and Protection of Privacy Act (Nova Scotia)*, as amended, in accordance with these Acts and, if applicable, treat any information which is "personal health information" as defined in the as that term is defined in the *Personal Health Information Act (Nova Scotia)*, in accordance with that Act.

9. Warranty

The Supplier represents and warrants that all goods supplied in connection with this Order shall be: (i) of merchantable quality; (ii) fit for the purposes intended, (iii) free from liens or encumbrances

of title; (iv) free from defects in design, material and workmanship; (v) strictly in conformance with applicable samples, specifications and drawings provided by Supplier to Purchaser; and (vi) provided in accordance with all applicable laws and regulations. These warranties are in addition to any other warranties, express or implied or arising by operation of law, custom or usage and shall survive the inspection, acceptance and use of the Deliverables by Purchaser. The Supplier further warrants that Purchaser shall be entitled to utilize the Deliverables, in accordance with the requirements of this Order without infringing any trade secret, patent, copyright, industrial design or other intellectual property right enforceable in Canada.

Unless a longer warranty period is specified on the face of the purchaser order, or is otherwise provided, the foregoing warranty shall be valid for one year from the date of acceptance of the Deliverables by the Purchaser.

If the Purchaser discovers that there are any weaknesses, deficiencies, failures, breakdowns, or deterioration in workmanship at any time prior to the expiration of any applicable warranty period, or if the Deliverables do not conform to the terms and conditions of this Order, the Purchaser may (i) require that the Supplier promptly replace, redesign, or correct the defective and non-conforming Deliverables at no expense to the Purchaser, or (ii) replace or correct the defective Deliverables, and charge the Supplier for all expenses incurred by the Purchaser.

10. Indemnity

The Supplier agrees to indemnify and hold harmless Purchaser, its employees, servants, agents, successors and assigns from and against all damages, costs, loss, expenses (including legal fees), claims, actions, suits or other proceedings of any kind or nature, which they, or any of them, may at any time incur or sustain as a result of the supply or use of the Deliverables, or arising out of Supplier's breach of the terms of this Order, or any act, omission or negligence of the Supplier, or any of its employees, servants, agents, or subcontractors, in the performance of their obligations under this Order, including without limitation, any injury or death to persons, or loss of or damage to property.

11. Limitation of Liability

Except for Supplier's obligations under section 8 (Confidentiality and Privacy) and any damages resulting from Supplier's gross negligence or willful misconduct, in no event will either party be liable to the other for any indirect, consequential, or punitive damages, including any lost profits, goodwill or business opportunities for any matter relating to the Deliverables or this Order.

12. Insurance

Supplier shall purchase and maintain insurance appropriate for a

prudent supplier of the Deliverables, as determined in the discretion of the Purchaser, acting reasonably. The Supplier shall provide proof of such insurance, if requested by the Purchaser.

13. Changes and Modifications

The Purchaser reserves the right to make changes in any one or more of the following: (i) quantity; (ii) specifications; (iii) methods of shipment or packing; (iv) place or timing of delivery. If any such change creates the requirements for an adjustment in the cost of the Deliverables, or the time required for performance of this Order, an equitable adjustment shall be made in the price or delivery schedule, or both.

No agreement or understanding to modify this Order shall be binding on the Purchaser unless in writing and signed by the Purchaser.

14. Term, Termination and Survival

This Order shall commence upon Acceptance by the Supplier and shall continue thereafter until the Deliverables are complete or on the end date set out in the purchase order, unless sooner terminated pursuant to this Section 14.

Purchaser, in its sole discretion, may terminate this Order, in whole or in part, at any time without cause, and without liability except for required payment for goods and services rendered, and reimbursement for authorized expenses incurred, prior to the termination date.

Either party may terminate this Order, effective upon written notice to the other party (the "Defaulting Party"), if the Defaulting Party: i) materially breaches this Order, and such breach is incapable of cure, or with respect to a material breach capable of cure, the Defaulting Party does not cure such breach within 30 days after receipt of written notice of such breach, or ii) becomes insolvent or admits its inability to pay its debts generally as they become due or has a receiver, trustee, custodian, liquidator, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

The rights and obligations of the parties set forth in this Section 14 and Section 1 (Agreement), Section 6 (Material Rights), Section 8 (Confidentiality and Privacy), , Section 10 (Indemnity), Section 11 (Limitation of Liability), Section 15 (Independent Contractor), Section 16 (Records and Audits), Section 14 (Entire Agreement), Section 18 (Assignment), Section 19 (Governing Law and Choice of Forum), and -Section 20 (Notices), and any right or obligation of the parties in this Order which, by its nature, should survive termination or expiration of this Order, will survive any such termination or expiration of this Order.

15. Independent Contractor

In accepting this order, the Supplier agrees that it is an

independent contractor for all intents and purposes and shall not at any time hold itself out as an employee, servant or agent of Purchaser. No partnership, joint venture, agency or other legal relationship is created or deemed to be created by this Order or any actions of the parties hereunder.

16. Records and Audits

Supplier agrees to maintain complete and accurate records relating to the provision of the Deliverables. Upon Purchaser's written request, Supplier shall allow Provider or Provider's representative to inspect and make copies of such records and interview Provider personnel in connection with the provision of the Deliverables; provided that Purchaser provides Supplier with reasonable advance written notice of any inspection and any such inspection shall take place during regular business hours.

17. Conflict of Interest

The Supplier represents and warrants to Purchaser that throughout term of the Order, the Supplier is under no known current obligation or restriction, nor will it knowingly assume any such obligation or restriction that does or could in any material way interfere or conflict with, or that does or could present a conflict of interest concerning, the performance of the Supplier's obligations under the terms of the Order. In addition, there has been no collusion with, unlawful relationship with or, benefit of more than minimal value granted to or received from, any employee, agent or representative of Purchaser with respect to the Order except for: (i) subcontracts, supply arrangements and other similar contracts entered into in the ordinary course of business; (ii) obligations to pay commissions or other incentive compensation in compliance with compensations programs of the Supplier; and (iii) as otherwise expressly disclosed by the Supplier to the Purchaser in writing. Furthermore, no directors, officers, employees, contractors, subcontractors, agents or representatives of the Supplier have given, and nor will they give, any commissions, payments, kickbacks or other inducements of more than minimal value in any form to any employee, agent or representative of the Purchaser in connection with the Agreement.

The Supplier shall immediately notify Purchaser in writing if the Supplier becomes aware that any member, agent, officer, or employee of the Supplier may be in conflict of interest with Purchaser related to this Order.

18. Assignment

The Supplier may not assign any of its rights or obligations hereunder or subcontract the performance of any of the obligations under this Order without the prior written consent of Purchaser, acting reasonably.

19. Governing Law and Choice of Forum

This Order shall be construed according to the laws of the Province

of Nova Scotia and the laws of Canada applicable therein without regard to conflict of law principles.

Each party irrevocably and unconditionally agrees that it will not commence any action, litigation, or proceeding of any kind whatsoever against the other party in any way arising from or relating to this Order, and all contemplated transactions, in any forum other than the courts of the Province of Nova Scotia.

20. Notices

Each Party shall deliver all notices under this Order in writing and addressed to the parties at the addresses set forth on the face of the Order (or to such other address that may be designated by the receiving party from time to time in accordance with this Section). Notices sent in accordance with this Section will be conclusively deemed validly and effectively given: (a) on the date of receipt, if delivered by personal delivery, or by a nationally recognized same day or overnight courier (with all fees prepaid); or (b) upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "read receipt" function, as available, return email or other form of written acknowledgment), if delivered by email.

**EXHIBIT 1 to the PURCHASE ORDER TERMS AND CONDITIONS
PIIDPA OBLIGATIONS**

The Supplier acknowledges and confirms that it is a "service provider" as defined in the *Personal Information International Disclosure Protection Act*, SNS 2006 c. 3 ("PIIDPA"), that it has read and understands its obligations as a service provider thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the Purchaser entering into an agreement with the Supplier that the Supplier irrevocably undertakes, covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

The Supplier further covenants, warrants and represents to the Purchaser that it will not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to the Purchaser in response to any "foreign demand for disclosure" or permit or allow the "unauthorized disclosure of personal information" as each of those terms are defined in PIIDPA.

The Supplier shall implement and strictly enforce security arrangements that will ensure that all personal information that it collects or uses on behalf of the Purchaser is protected at all times from unauthorized access or disclosure and shall confirm in writing to the Purchaser, upon request, the details of such security arrangements. The Supplier also agrees to implement and enforce any additional security procedures as may be required by the Purchaser from time to time to protect the personal information that the Supplier collects or uses on behalf of the Purchaser. The Purchaser shall be authorized, upon giving prior written notice to the Supplier, to enter the premises of the Supplier during normal business hours for the purpose of conducting an audit of the security arrangements referenced herein.

All personal information that the Supplier obtains or becomes aware of while providing services to the Purchaser is not and shall not be or be deemed to be the property of the Supplier. The Supplier acknowledges and agrees that it will not, either directly or indirectly, acquire any rights to use or own any such personal information other than the right to use it for the sole purpose of fulfilling its obligations to the Purchaser under an agreement with the Purchaser.

The Supplier expressly confirms that the laws of the Province of Nova Scotia shall apply to its obligations as a service provider to the Purchaser, notwithstanding the laws or the order of any court outside Canada.